

REGULAR MEETING  
RENO CITY COUNCIL  
RENO CITY COUNCIL CHAMBER  
ONE EAST FIRST STREET  
RENO, NV 89501  
Wednesday, April 6, 2011  
12:00 P.M.

- A.0 \*PLEDGE OF ALLEGIANCE
- A.1 \*OBSERVANCE OF A MOMENT OF SILENCE
- A.2 \*ROLL CALL
- A.3 APPROVAL OF THE AGENDA - April 6, 2011.
- A.4 \*PUBLIC COMMENT - Limited to No More than three (3) Minutes. The public may comment by submitting a Request to Speak form to the City Clerk. [12:00 p.m.]
- B.0 CASH DISBURSEMENTS - March 13, 2011 through March 26, 2011.
- C.0 CONSENT AGENDA
- C.1 [Approval of Privileged Business Licenses](#)
  - a. New License – Liquor
    - 1. Hash House A Go Go, James P. Rees, 219 North Center Street – Dining Room Alcohol [Ward 4]
    - 2. Town Liquor and Smoke #2, Mohan Rajput, 5890 South Virginia Street, Suite 4-B – Packaged Liquor [Ward 3]
    - 3. John Iliescu, John Iliescu Jr., 195 North Virginia Street – Bar [Ward 5]
  - b. New License – Gaming
    - 1. Winner’s Gaming Inc. Db at Speedway Market, Robert Gene King, 1400 East Peckham Lane – Slots [Ward 3]
  - c. Change of Ownership- Liquor
    - 1. New Fireside Market, Kuldip Singh, 205 East Fourth Street - Packaged Liquor [Ward 5]
- C.2 [Staff Report: Approval of an Intrastate Interlocal Agreement between the City of Reno by and through its Police Department, and the State of Nevada by and through its Northern Nevada Adult Mental Health Services to continue the establishment of a Mobile Outreach Safety Team.](#)
- C.3 [Staff Report: Acceptance of a Low Income Housing Trust Funds Grant from the State of Nevada for operations of the Homeless Management Information System in the amount of \\$29,866.74.](#)

- C.4 [Staff Report: Ratification of Agreement between the U.S. Department of Housing and Urban Development and the City of Reno for the Implementation of the Third Neighborhood Stabilization Program \(NSP 3\).](#)
- C.5 [Staff Report: Approval of Award of Contract to F. Evan's Construction, Inc., for American with Disabilities Act upgrades to the front lobby and entrance at the Evelyn Mount Northeast Community Center in an amount not to exceed \\$64,000 \(Capital Improvement Plan\).](#)
- C.6 [Staff Report: Case No. LDC11-00019 \(Amber Meadows\) Certification of Amber Meadows Master Plan Land Use Designation. \[Ward 4\]](#)
- C.7 [Staff Report: Approval of an Amendment to the Agreement with Charles P. Cockerill for Attorney Services for labor relations issues in an amount not to exceed \\$150,000 \(General Fund\).](#)  
[This item was continued from the March, 23, 2011 City Council meeting.](#)
- D.0 PROCLAMATIONS:
- D.1 Proclamation to Walt Frazier for career long efforts to provide education, intervention and progressive policing approaches in dealing with gangs -presented by Mr. Hugo Mercado from US Senator Harry Reid's Office.
- D.2 Proclamation declaring April as Fair Housing Month - Kate Knister, Silver State Fair Housing.
- E.0 PRESENTATIONS - None.
- F.0 PUBLIC HEARINGS - 12:15 P.M.
- F.1 [Staff Report: Case No. LDC11-00038 \(Southeast Neighborhood Plan/Pioneer Parkway Holding Co.\) Request for a Master Plan amendment from: a\) four parcels totaling ±11.3 acres of "Commercial Area" to "Planned Development Area - Pioneer Parkway Holding Company"; and b\) a portion of an easement totaling .24 acres of "Planned Development Area" to "Planned Development Area - Pioneer Parkway Holding Company". The ±11.54 acres consist of: 1\) three parcels and a portion of an easement located at the southeast corner of the intersection of Old Virginia Road and Sutherland Lane; and 2\) one parcel that is located ±1,288 feet to the northeast of the intersection of South Virginia Street and Geiger Grade Road. \[Ward 2\]](#)  
F.1.1 Resolution No. Case No. LDC11-00038 (Southeast Neighborhood Plan/Pioneer Parkway Holding Co.) Resolution to amend Resolution No. 5673 by adopting a change to the Land Use and Southeast Neighborhood Plan elements of the Reno Master Plan as approved in Case No. LDC11-00038. [Ward 2]

G.0 ORDINANCES, ADOPTION

G.1 [Staff Report: Bill No. 6742 Ordinance authorizing an Amendment of Ordinance No. 5884 relating to the outstanding "City of Reno, Nevada, Taxable Lease Revenue Bond, Series 2006"; providing other details in connection therewith; and providing for the effective date.](#)

H.0 RESOLUTIONS [Other Resolutions can be found under the Public Hearing Sections of this Agenda]

H.1 [Staff Report: Resolution No. Resolution to reapportion the assessments for the City of Reno, Nevada 1999 Special Assessment District No. 2/Reapportionment No. 9 \(ReTRAC\).](#)

H.2 [Staff Report: Resolution No. Resolution fixing the time when objections to the assessment roll for the City of Reno, Nevada 2009 Special Assessment District No.1 will be heard, and causing such roll to be filed in the office of the City Clerk.](#)

H.3 [Staff Report: Resolution No. Resolution granting approval of \\$130,000 to 24 Arts and Culture Organizations for FY 2011/12 Project Grants \(Room Tax Fund\).](#)

H.3.1 Approval of Agreements with 24 Arts and Culture Organizations for FY 2011/12 Project Grants.

H.4 [Staff Report: Resolution No. Resolution granting approval of \\$62,350 to 15 Arts and Culture Organizations for FY2011/12 Cultural Event Grants \(General Fund\).](#)

H.4.1 Approval of Agreements with 15 Arts and Culture Organizations for FY2011/12 Cultural Event Grants.

H.5 [Staff Report: Resolution No. Resolution declaring the City of Reno's intention to annex territory identified as Tier 1 Annexation Areas in the certified 2010-2017 City of Reno Annexation Program and further described by the attached Assessor Parcel Numbers \(Exhibit A\).](#)

H.6 [Staff Report: Approval of a Consultant Agreement with Lumos and Associates for surveying and mapping services for the Tier 1 Annexation Areas in the City of Reno Annexation Program, 2010-2017, in an amount not to exceed \\$78,750 \(Stabilization Fund\).](#)

I.0 ORDINANCES, INTRODUCTION [Other Ordinance Introductions can be found under the Public Hearing Sections of this Agenda]

J.0 STANDARD DEPARTMENT ITEMS

J.1 CITY MANAGER

- J.2 Update, discussion and potential direction to staff regarding City's Corrective Action Plan following the presentation to the Committee on Local Government Finance.
- J.3 Discussion and potential direction to staff regarding the scope of work for the consulting contract with Kafoury, Armstrong & Company.
- J.4 [Staff Report: Discussion and potential direction to staff regarding possible ordinance amendments to address regulating drug paraphernalia, tattoo parlors, packaged liquor and restricted gaming.](#)
- J.5 Update, discussion and potential direction to staff regarding the FY2011/12 Budget Process.
- J.6 [Staff Report: Discussion and potential direction to staff regarding the settlement of Municipal Court transactions.](#)
- J.7 Staff Report: Update, discussion and potential direction to staff regarding the Reno Fire Department's 2010 SAFER grant application to the Department of Homeland Security, a division of the Federal Emergency Management Agency.
- J.8 Staff Report; Discussion and potential direction to staff regarding assessments for the City of Reno, Nevada 2010 Special Assessment District No. 2 (Northgate), overall project financing, and the Option Agreement with RJB Development regarding the acquisition of the Northgate Property.
- J.9 [Discussion and potential direction to staff regarding proposed state legislation and other matters relating thereto. \[4:00 p.m.\]](#)
- K.0 CITY CLERK
- K.1 Boards and Commissions Appointments including Alternate Members
  - a. Ward Two (South) Neighborhood Advisory Board
  - b. Recreation and Parks Commission
- L.0 MAYOR AND COUNCIL
- L.1 Identification of Mayor and Council Items for Future Agendas of the Reno City Council.
- L.2 Liaison Reports
  - Access Advisory Board - Councilmember Hascheff, Liaison
  - Affordable Housing Task Force - Councilmember Sferrazza, Liaison
  - Artown - Councilmember Aiazzi, Member
  - Audit Committee - Councilmember Hascheff, Member, Councilmember Gustin, Member, Councilmember Sferrazza, Member
  - Ballroom Construction Review Committee - Mayor Cashell, Member, Councilmember Dortch, Member, Councilmember Aiazzi, Member

Board of Directors, Nevada League of Cities - Councilmember Sferrazza, Member  
 Citizen's Cable Compliance Committee - Councilmember Aiazzi, Liaison  
 City of Reno Housing Authority - Councilmember Sferrazza, Member  
 Civil Service Commission - Councilmember Hascheff, Liaison  
 Criminal Justice Advisory Committee - Councilmember Sferrazza, Liaison  
 District Board of Health - Councilmember Gustin, Member  
 Downtown Alcohol Advisory Board  
 Downtown Police Tax District - Councilmember Gustin, Liaison  
 Financial Advisory Board - Councilmember Hascheff, Liaison  
 Fire Advisory Board - Councilmember Hascheff, Alternate, Councilmember Zadra, Member, Councilmember Aiazzi, Member  
 Flood Management Authority - Councilmember Aiazzi, Member, Councilmember Sferrazza, Member  
 Historical Resources Commission - Councilmember Gustin, Liaison  
 Human Services Consortium - Councilmember Sferrazza, Member, Councilmember Aiazzi, Alternate  
 National League of Cities Public Safety and Crime Prevention Steering Committee - Councilmember Sferrazza, Member  
 Neighborhood Advisory Boards - Councilmember Gustin, Liaison (Ward 1), Councilmember Zadra, Liaison (Central & South Ward 2), Councilmember Sferrazza, Liaison (Ward 3), Councilmember Dortch, Liaison (Northeast, & North Valleys Ward 4), Councilmember Aiazzi, Liaison (Northwest & Old Northwest Ward 5)  
 Oversight Panel for School Facilities - Councilmember Hascheff, Member, Councilmember Aiazzi, Member  
 Planning and Building Enterprise Funds Advisory Committee - Councilmember Zadra, Liaison, Councilmember Sferrazza, Liaison  
 Recreation and Parks Commission - Councilmember Gustin, Liaison  
 Redevelopment Agency Citizen's Advisory Committee - Councilmember Gustin, Liaison  
 Regional Transportation Commission - Councilmember Gustin, Member, Councilmember Aiazzi, Member  
 Regional Planning Governing Board - Mayor Cashell, Member, Councilmember Hascheff, Member, Councilmember Gustin, Alternate, Councilmember Zadra, Alternate, Councilmember Dortch, Member, Councilmember Aiazzi, Member  
 Reno Arts and Culture Commission - Councilmember Aiazzi, Liaison  
 Reno City Planning Commission - Councilmember Dortch, Liaison  
 Reno Sparks Convention & Visitors Authority - Councilmember Zadra, Member, Councilmember Dortch, Member  
 Reno Tahoe Airport Authority - Councilmember Gustin, Liaison, Councilmember Zadra, Liaison, Councilmember Dortch, Alternate  
 Senior Citizen's Advisory Committee - Councilmember Hascheff, Liaison, Councilmember Gustin, Alternate  
 Sierra Arts Foundation - Councilmember Zadra, Member  
 Truckee Meadows Water Authority - Mayor Cashell, Member, Councilmember Dortch, Alternate, Councilmember Aiazzi, Member  
 Urban Forestry Commission - Councilmember Gustin, Liaison  
 Youth City Council - Councilmember Sferrazza, Liaison

- L.3 Reports from any Conferences or Professional Meetings.
- L.4 [Resolution No. Resolution donating \\$850 to Hillside Foursquare Church to assist with expenses associated with their community outreach events. P. Hascheff, D. Aiazzi](#)
- L.5 Discussion and potential direction to staff regarding amending sewer user charges for existing county sewer customers who are being annexed into the City. D. Gustin
- L.6 [Resolution No. Resolution donating \\$500 from Council Donation Funds to Girl Scouts of the Sierra Nevada to purchase Girl Scout cookies for seniors participating in City of Reno Senior Events and Activities. D. Gustin](#)
- L.7 Discussion and potential direction to staff regarding a request for an update from the Flood Management Authority with a comprehensive budget review, staff performance and responsibilities. S. Zadra
- L.8 UPDATES ON ITEMS IDENTIFIED BY MAYOR AND COUNCIL
  - L.9 Recognition of good deeds and positive events in the community.
  - L.10 [Update regarding Grievances and Arbitrations.](#)
  - L.11 Update, discussion and potential direction to staff regarding the progress on Consolidation.
  - L.12 Update, discussion and potential direction to staff regarding the Progress on Shared Services.
  - L.13 Update on tracking Fire Department overtime.
- M.0 PUBLIC HEARINGS - 6:00 P.M. - None.
- N.0 ADJOURNMENT.

# STAFF REPORT

Agenda Item: C.1

Date: 4-6-2011

**To:** Mayor and City Council

**Thru:** Kevin Knutson Interim City Manager

C.1

**Subject :** Approval of Privileged Business Licenses

**a. New License – Liquor**

1. Hash House A Go Go, James P. Rees, 219 North Center Street – Dining Room Alcohol [Ward 4]

2. Town Liquor and Smoke #2, Mohan Rajput, 5890 South Virginia Street, Suite 4-B – Packaged Liquor [Ward 3]

3. John Iliescu, John Iliescu Jr., 195 North Virginia Street – Bar [Ward 5]

**b. New License – Gaming**

1. Winner's Gaming Inc. Db at Speedway Market, Robert Gene King, 1400 East Peckham Lane – Slots [Ward 3]

**c. Change of Ownership- Liquor**

1. New Fireside Market, Kuldip Singh, 205 East Fourth Street - Packaged Liquor [Ward 5]

**From:** Michael Chaump, Business Relations Manager, Community Development Department.

**Summary:** City Council approval of Privileged License applications is required for the licenses to be issued. Staff recommends Council approval of the Privileged License applications.

**Background:** Applications have been processed and approved by the Community Development-Zoning Division. Some applications are still being reviewed by the Police Department, but are being submitted for Council approval subject to a Police Department background investigation in the interest of providing more timely service to applicants. None of these licenses requiring a background investigation will be issued prior to the investigation by the Police Department. Required fees have been submitted with the applications.

**Discussion:** Reno Municipal Code 5.05.008 states that license applications for Gaming, Liquor, Pawnbroker, Secondhand Merchandise, Escort Services and Interactive Cabaret must first be approved by the City Council.

**Recommendation:** Staff recommends Council approval of the Privileged License applications, subject to the Police Department background investigation.

**Proposed Motion:** I move to approve staff recommendation.

Business License Applications Scheduled to Come Before the City Council  
on 04/06/11.

a. New License – Liquor

1. Hash House A Go Go – James P. Rees; 219 North Center Street.
  1. Description of Business: Restaurant serving alcohol.
  2. Business License Type: Dining Room Alcohol
  3. Inspection Update: (Q100853)
    - i. Zoning Inspection – Passed/Approved (MU)
    - ii. Fire Inspection – Pending
    - iii. Environmental Inspection – Passed/Approved
    - iv. Health Inspection – Pending
    - v. Building Inspection - Pending
    - vi. Police Inspection – Pending
  4. Zoning Hours of Operation Allowed: 24 Hours
  5. Hours of Operation:
    - i. Mondays thru Sundays 24 Hours
2. Town Liquor and Smoke # 2 – Mohan Rajput; 5890 South Virginia Street, Suite 4-B.
  1. Description of Business: Convenience store selling packaged liquor.
  2. Business License Type: Packaged Liquor
  3. Inspection Update: (Q100854)
    - i. Zoning Inspection – Passed/Approved (MU)
    - ii. Fire Inspection – Pending
    - iii. Environmental Inspection – Passed/Approved
    - iv. Health Inspection – Pending
    - v. Building - Pending
    - vi. Police Inspection – Passed/Approved
  4. Zoning Hours of Operation Allowed: 24 Hours
  5. Hours of Operation:



- i. Mondays thru Sundays 6AM to 2AM
  - 3. John Iliescu – John Iliescu; 195 North Virginia Street.
    - 1. Description of Business: Bar.
    - 2. Business License Type: Bar.
    - 3. Inspection Update: (Q100849)
      - i. Zoning Inspection – Passed/Approved (MU)
      - ii. Health Inspection – Pending
      - iii. Fire Inspection – Pending
      - iv. Building Inspection – Passed/Approved
      - v. Environmental Inspection – Passed/Approved
      - vi. Police Inspection – Pending
    - 4. Zoning Hours of Operation Allowed: 24 Hours
    - 5. Hours of Operation:
      - i. Mondays thru Sundays 3PM to 2AM
- b. New License – Gaming
  - 1. Winner’s Gaming Inc. Db at Speedway Market – Robert Gene King; 1400 East Peckham Lane.
    - 1. Description of Business: Seven slot machines.
    - 2. Business License Type: Slots
    - 3. Inspection Update: (G100184)
      - i. Zoning Inspection – Passed/Approved (MU)
- c. Changed of Ownership - Liquor
  - 1. New Fireside Market – Kuldip Singh; 205 East Fourth Street.
    - 1. Description of Business: Convenience store selling packaged liquor.
    - 2. Business License Type: Packaged Liquor
    - 3. Inspection Update: (Q100852)

- i. Zoning Inspection – Passed/Approved (MU)
  - ii. Fire Inspection – Pending
  - iii. Health Inspection – Pending
  - iv. Environmental – Passed/Approved
  - v. Police Inspection – Pending
  - vi. Building Inspection - Pending
- 4. Zoning Hours of Operation Allowed: 24 Hours
- 5. Hours of Operation:
  - i. Mondays thru Sundays 24 Hours

# STAFF REPORT

**To:** Mayor and City Council

Agenda Item: C.2

Date: 4-6-2011

**Thru:** Kevin Knutson, Interim City Manager

C.2

**Subject : Staff Report: Approval of an Intrastate Interlocal Agreement between the City of Reno by and through its Police Department, and the State of Nevada by and through its Northern Nevada Adult Mental Health Services to continue the establishment of a Mobile Outreach Safety Team.**

**From:** Dave Evans, Acting Police Chief

**Summary:** Pursuant to NRS 277.180, staff recommends City Council approval and ratification of the contract for the cooperation and coordination of law enforcement with mental health services for the enhancement of safety to the mentally ill within the community through a mobile outreach safety team (MOST). The MOST Agreement was originally entered into between the parties in 2009; however, it expired in February 2011 before each party could obtain approval to extend the Agreement by their respective governing boards. There are no substantive changes to the Agreement other than to extend it to February 2015 and to allow any party to cancel the Agreement immediately if local, state or federal funding is withdrawn, limited or impaired. Staff recommends Council approval of the contract.

**Discussion:** The MOST allows for state employees from the Department of Health and Human Services to ride with local law enforcement who are trained in Crisis Intervention to enhance community safety by bringing the opportunity for recovery to those who suffer from mental illness. The MOST was established in February, 2009 and the Agreement has been revised and updated to accommodate the needs of the parties. The Agreement continues the ongoing relationships and understanding among the participating agencies.

**Financial Implications:** This contract does not provide for the payment of any money. The agencies perform the services in the regular course of their duties and, in fact, operate in a more financially efficient manner. Pursuant to NRS 277.180, each public agency that enters into a contract pursuant to that section shall annually at the time of preparing its budget include an estimate of the expenses necessary to carry out the provisions of the contract.

**Legal Implications:** The Interlocal Agreement must comply with the provisions and process contained in NRS 277.180. Each party agrees to indemnify the other for any damages to the other party resulting from their conduct.

**Recommendation:** Staff recommends City Council approval of the attached Intrastate Interlocal Agreement establishing the Mobile Outreach Safety Team.

**Proposed Motion:** I move to approve staff recommendation.

**Attachment:** Intrastate Interlocal Agreement Establishing the Mobile Outreach Safety Team (MOST) and Attachments.

## INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada  
Acting By and Through Its  
Department of Health and Human Services  
Division of Mental Health and Developmental Services  
**Northern Nevada Adult Mental Health Services**  
**480 Galletti Way**  
**Sparks Nevada 89431**

And

**Reno Police Department**  
**MOST – Mobile Outreach Safety Team**  
**455 East 2<sup>nd</sup> Street**  
**Reno Nevada 89505**  
**(775)334-2110 (775)334-3890 FAX**  
**T40266000**

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of [the State of Nevada];

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval to **February 28, 2015** unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason Local, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: CONFIDENTIALITY ADDENDUM  
ATTACHMENT A: SCOPE OF WORK  
ATTACHMENT B: OPERATIONAL PLAN  
ATTACHMENT C: STRATEGIC PLAN  
ATTACHMENT D: MISSION STATEMENT

7. CONSIDERATION. Northern Nevada Adult Mental Health Services agrees to provide the services set forth in paragraph (6) at a cost of \$ 0.00 per N/A (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract payable: not exceeding \$ 0.00 (ZERO). Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or

military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. **INDEMNIFICATION.** Each party (as "Indemnitee") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitee, its officers, officials, agents, employees, or volunteers.

**Insurance Requirements for Governmental Parties to an Interlocal Agreement: None**

14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

***THIS SPACE INTENTIONALLY LEFT BLANK***



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

City of Reno  
Public Agency #1

Public Agency #1 Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Title

Northern Nevada Adult Mental Health Services  
Public Agency #2

Public Agency #2 Signature \_\_\_\_\_ Date \_\_\_\_\_

Rosalynne Reynolds Agency Director, NNAMHS  
Title

Agency #2 Signature \_\_\_\_\_ Date \_\_\_\_\_

Elizabeth O'Brien ASO III, NNAMHS  
Title

Signature \_\_\_\_\_ Date \_\_\_\_\_

Harold Cook, PhD Administrator, MHDS  
Title

Signature \_\_\_\_\_ Date \_\_\_\_\_

Michael J. Willden Director, DHHS  
Title

Signature – Board of Examiners \_\_\_\_\_

APPROVED BY BOARD OF EXAMINERS

On \_\_\_\_\_  
Date

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General

On \_\_\_\_\_  
Date

**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES (MHDS)**

**ATTACHMENT AA**

**CONFIDENTIALITY ADDENDUM**

**BETWEEN**

Northern Nevada Adult Mental Health Services  
Hereinafter referred to as "Agency"

and

Reno Police Department - MOST  
hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Agency and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Agency that is confidential and must be treated and protected as such.

NOW, THEREFORE, Agency and Contractor agree as follows:

**I. DEFINITIONS**

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
3. **Contractor** shall mean the name of the organization described above.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

**II. TERM**

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Agency or created by Contractor from that confidential information is destroyed or returned, if feasible, to Agency pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Agency for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Agency for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

V. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of Agency. Contractor may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The Contractor has obtained written approval from the Agency.

VI. OBLIGATIONS OF CONTRACTOR

1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Agency any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Agency. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

**IN WITNESS WHEREOF**, Contractor and the Agency have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

CONTRACTOR/ORGANIZATION

AGENCY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Rosalyn Reynolds  
Name

\_\_\_\_\_  
Title

Agency Director  
Title

## Attachment A

### **MOST** **Mobile Outreach Safety Team** **Scope of Work (Attachment A)**

#### **Agreements**

An interlocal agreement between Northern Nevada Adult Mental Health (NNAMHS) and the Reno Police Department (RPD) shall be initiated with the approval of lead personnel from both agencies. This agreement will cover the collaborative operation of the MOST Unit comprised of Memphis Model Crisis Intervention Team (CIT) trained law enforcement and Master's Level treatment/intervention professionals from NNAMHS.

#### **Interfacing**

The MOST Unit will primarily interface with law enforcement's patrol function. Additional interfacing will consist of:

- ▶ MOST will establish partnerships with other law enforcement agencies that have CIT trained officers. (Due date)
- ▶ MOST will establish networks with community and outreach programs to include HELP, Family Crimes Units/advocates, Kids to Seniors Karner, agencies located at the Community Assistance Center, agencies who are members of RAAH
- ▶ MOST will interface with agency negotiating teams - since there is no overtime funding or on-call/call back pay allowed, this partnership will focus on intelligence and information gathering.
- ▶ MOST will create a "book" of resources to be placed into a compact format for officer distribution.

Attachment B

**MOST - Mobile Outreach Safety Team  
Operational Plan**

MOST is designed to enhance the safety of our community by bringing the opportunity for recovery to those who suffer from mental illness.

State employees that are assigned to MOST will work with the Reno Police Department officers that have been trained in Crisis Intervention (CIT). MOST employees will work with other law enforcement agencies that have CIT certified officers beginning June 1, 2009.

**Unit Objectives**

- To work with a variety of CIT trained officers throughout the Truckee Meadows
- To pursue follow-up with mentally ill persons that impact the community (wellness checks generated by police, mental health professionals, Mental Health Court, NAMI and the community); managing their mental health program;
- Psychiatric emergency response
- Outreach work with the mentally ill homeless population

**Unit Tracking**

Statistics will be kept on contacts to include: source information, demographics, and outcomes from follow-up. The State tracking system, Homeless Management Information System (HMIS) will be used to track and collect data on homeless individuals. Spreadsheets are being utilized to track contacts that are not homeless.

NNAMHS and MOST will coordinate monthly meetings to discuss operations and plan improvements.

**Equipment**

The MOST van will be purchased using Seizure Funds and/or a donation. MOST personnel will develop a fundraising network to maintain operation of the van and Unit.

Attachment C

**MOST**  
**Mobile Outreach Safety Team**  
**Strategic Plan**

**Agreements**

An interlocal agreement between Northern Nevada Adult Mental Health (NNAMHS) and the Reno Police Department (RPD) shall be initiated with the approval of lead personnel from both agencies. This agreement will cover the collaborative operation of the MOST Unit comprised of Memphis Model Crisis Intervention Team (CIT) trained law enforcement and Master's Level treatment/intervention professionals from NNAMHS.

**Interfacing**

The MOST Unit will primarily interface with law enforcement's patrol function. Additional interfacing will consist of:

- ▶ MOST will establish partnerships with other law enforcement agencies that have CIT trained officers. (Due date)
- ▶ MOST will establish networks with community and outreach programs to include HELP, Family Crimes Units/advocates, Kids to Seniors Kerner, agencies located at the Community Assistance Center, agencies that are members of RAAH.
- ▶ MOST will interface with agency negotiating teams - since there is no overtime funding or on-call/call back pay allowed, this partnership will focus on intelligence and information gathering.
- ▶ MOST will create a "book" of resources to be placed into a compact format for officer distribution.

## Attachment D

**MOST**  
**Mobile Outreach Safety Team**

The MOST Program is designed to enhance the safety of our community by bringing the opportunity for recovery to those who suffer from mental illness. The intervention professionals from Northern Nevada Adult Mental Health Services (NNAMHS) will ride with a Crisis Intervention Team (CIT) law enforcement officer and work as a team to address responses to psychiatric emergencies; a secondary resource once a scene has been stabilized.

MOST is grant funded through January 2011. The MOST intervention professionals are hired through the State of Nevada and ride with law enforcement

**What MOST can do for your agency?**

- ▶ Respond to suicidal subject calls for service.
- ▶ Respond to barricade mentally ill or other in-progress mental illness related crisis situations.
- ▶ Follow-up on wellness checks generated by law enforcement, Mental Health Court, and Mental Health Professionals.
- ▶ Outreach work with the mentally ill homeless population.
- ▶ Proactive work with known mental health clients to maintain proper medication program compliance.
- ▶ Interface with your Negotiating Team.

**How can your agency become involved with MOST?**

- ▶ Offer a monthly schedule for a CIT trained officer to have MOST ride with them during their shift (day or swing shift preferred).
- ▶ Provide a resource list to MOST staff for your jurisdiction.
- ▶ Allow MOST staff to present program to your Command Staff/briefings.

Become a part of the MOST Program – help promote safety in your community through assistance, tracking and education with your mental health population.

MOST Mission Statement – MOST is designed to enhance the safety of our community by bringing the opportunity for recovery to those who suffer from mental illness.



# STAFF REPORT

Agenda Item: C.3

Date: 4-6-2011

**To:** Mayor and City Council

**Thru:** Kevin Knutson, Interim City Manager

C.3

**Subject : Staff Report: Acceptance of a Low Income Housing Trust Funds Grant from the State of Nevada for operations of the Homeless Management Information System in the amount of \$29,866.74.**

**From:** Jodi Royal-Goodwin, Community Reinvestment Manager, OMB/CMO

**Summary:** A Homeless Management Information System (HMIS) is required for a community to receive Continuum of Care funds through the U.S. Department of Housing and Urban Development (HUD). Continuum of Care funds assist with providing needed services to persons who are homeless or at-risk of homelessness. The City of Reno receives HUD funding for the implementation of the HMIS system in Washoe County and the 15 other Nevada counties outside Clark County, and contracts with Bitfocus for the administration of these two systems. Licensing costs have increased, and the State of Nevada has granted the City an additional \$29,866.74 to cover the additional costs. Staff recommends Council approval of the contract with Bitfocus for \$190,274 to administer the local and balance of state HMIS, and authorization for the Mayor to sign.

## **Previous Council Action:**

August 19, 2009	Council approved the transfer of the HMIS grants from ReStart to the City of Reno
August 26, 2009	Council approved the contract with Bitfocus for HMIS administration
July 14, 2010	Council accepted the FY 10-11 HMIS grants and contract with Bitfocus of project continuation

**Discussion:** Nevada has three Continua of Care, one in Northern Nevada, one covering the rural counties, and one in Clark County. The City of Reno receives \$179,692 from HUD for the implementation of the required HMIS. The City contracts with Bitfocus for the administration of the HMIS system. Bitfocus has been the system administrator for the Southern Nevada Continuum for more than five years and for Northern Nevada and the balance of the state since 2008. Bitfocus provides a web-based system and all related training, licenses, reporting, and technical assistance. This collection of statewide data on homelessness enhances awareness, provides greater insight into client needs, and supports the development of advocacy programs. Bitfocus is able to minimize costs to the Continua through economies of scale for the statewide system.

Failure to have an operating HMIS would result in the loss of more than \$1.2 million annually that provides housing and services to individuals and families experiencing homelessness in our community. However, due to increases in licensing costs additional funds were required to fully

fund the project. Through the Low Income Housing Trust Fund program, the State of Nevada Housing Division has granted the City additional resources to meet this need.

**Financial Implications:** There are no implications to the City's General Fund. There is no local match requirement, and the funds are available immediately.

**Recommendation:** Staff recommends Council acceptance of the \$29,866.74 grant from the Low Income Housing Trust Fund through the State of Nevada Housing Division for HMIS, and authorization for the City Manager to sign.

**Proposed Motion:** I move to approve the staff recommendation.

---

2011-2012 AGREEMENT TO USE THE ACCOUNT FOR LOW-INCOME HOUSING  
(TRUST FUND)  
FUNDS BY CITY OF RENO

WHEREAS, the Housing Division, Department of Business and Industry, State of Nevada, hereinafter called "NHD", is the administering agency for the Account for Low-Income Housing hereinafter called "Trust Fund"; and

WHEREAS, NHD, is responsible for the planning, administration, implementation, and evaluation of the program; and

WHEREAS, the City of Reno, hereinafter called "City", is a political subdivision of the State of Nevada; and

WHEREAS, the City, as the Grantee for funds received from the U.S. Department of Housing and Urban Development, hereinafter called "HUD", is responsible for oversight of the Homeless Management Information System grant for northern and rural Nevada, hereinafter called "HMIS"; and

WHEREAS, in order to receive grant funds to assist the homeless and poverty clients in northern and rural Nevada, State, local jurisdictions, non-profits and other agencies must participate in HMIS; and

WHEREAS, NHD desires to assist the City by providing Trust Funds to supplement costs associated with HMIS usage in northern and rural Nevada.

NOW, THEREFORE, in consideration of the foregoing premises, that the use of Trust Funds be conveyed to the City by NHD, subject to the following conditions and limitations:

**I. Scope of Services**

A. NHD will provide funds not to exceed the total of \$29,866.74 in Trust Funds to reimburse the City for costs associated with oversight and management of the HMIS database for FY 2011 and FY 2012.

B. The City agrees that any additional costs, unless otherwise specified, exceeding the \$29,866.74 in Trust Funds provided by NHD pursuant to this Agreement, will be the responsibility of the City.

C. Before disbursing Trust Funds to the HMIS Lead Agency, the City agrees to execute a Contract between the City and the HMIS Lead Agency.

**II. Division General Conditions** The City agrees to abide by all conditions fully set forth below.

A. The City has requested the financial support of NHD provided for in this

---

Agreement to reimburse the HMIS Lead Agency in northern and rural Nevada for costs associated with maintaining the HMIS database in northern and rural Nevada. NHD shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of reports if requested. To the extent, if at all, that any relationship to such services on the part of NHD may be claimed or found to exist, the City shall be an independent contractor only.

B. The City shall require the HMIS Lead Agency to abide by any and all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. The City will not use any portion of the allocated Trust Funds for other projects or programs other than what is reflected in this Agreement.

D. The City may not assign or delegate any of its rights, interests or duties under this Agreement without the prior written consent of NHD. Any such assignment or delegation made without the required consent shall be voidable by NHD, and may, at the option of NHD, result in the forfeiture of all financial support provided herein.

E. The City shall allow duly authorized representatives of NHD to conduct an on-site review and financial audits of program management as NHD deems to be appropriate in order to determine:

1. Whether the objectives of the program are being achieved;
2. Whether the program is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the program;
4. Whether the financial operations of the program are being conducted properly;
5. Whether the periodic reports to NHD contain accurate and reliable information; and
6. Whether all of the activities of the program are conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

F. At any time during normal business hours, City records with respect to the program shall be made available for audit, examination and review by NHD, the Attorney General's Office, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

G. The City will protect, defend, indemnify, and save and hold harmless NHD from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by the negligence, gross negligence or intentional act of the City or its agents pursuant to this Agreement.

H. The City will not use any funds or resources which are supplied by NHD in litigation against any person, natural or otherwise, or in its own defense in any such litigation and

---

also to agree to notify NHD of any legal action which is filed by or against it.

I. This Agreement will commence upon its approval and signature by all parties. Funds allocated by NHD to the City under this agreement must be expended, as detailed in this Agreement, prior to June 30, 2012.

J. In the event that the City and/or NHD anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, NHD reserves the right to extract that portion for other projects/programs operated under NHD's Trust Fund program.

K. The City agrees that no officer or employee of City may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. The City agrees that no officer or employee of the City may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

M. The City agrees that no officer or employee of the City may participate as an agent of the City in the negotiation or execution of any contracts between City and any private business in which he or she has a financial interest.

N. The City agrees that no officer or employee of the City may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. The City, and any subgrantee or contractor, shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any city or county ordinance or state or federal statute.

P. The City, and any subgrantee or contractor, shall be bound by all city and county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire Trust Fund Program or are required by HUD, NHD, or any combination thereof.

Q. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended Trust Funds received by the City pursuant to this Agreement, or any part thereof.

R. No officer, employee or agent of NHD shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the project during the period of service of such officer, employee or agent, for one year thereafter.

---

S. Upon the expiration or revocation of this Agreement, the City shall transfer to NHD any Trust Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of Trust Funds, unless waived in writing by NHD.

**I. Financial Management**

A. The City agrees, and shall require any subgrantee or contractor to agree, that all costs shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the project shall be thoroughly identified and readily accessible to NHD.

B. The City agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the project will be provided upon request to NHD.

C. The City agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

D. The City shall comply with the Single Audit Act and Circular A-133 and shall provide NHD with a copy of the complete audit report. When complying with the Single audit Act and Circular A-133, the audit must include funds that were disbursed from the Account for Low-Income Housing (Trust Fund) and require all recipients who must comply with the Single Audit Act to include Trust Funds.

**III. Modification or Revocation of Agreement**

A. NHD and the City will amend or otherwise revise this Agreement should such modification be required.

B. In the event that any of the Trust Fund Program funds for any reason are terminated or withheld from NHD or otherwise not forthcoming, NHD may revoke this Agreement.

C. NHD may suspend or terminate this agreement if the City fails to comply with any of its terms.

D. This agreement may be terminated at the convenience of NHD.

E. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this 22 day of Feb, 2011.

CITY OF RENO

NEVADA HOUSING DIVISION

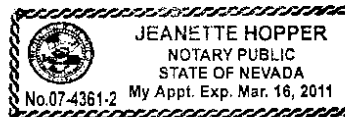
\_\_\_\_\_  
Reno City Manager or other Authorized  
Designee

Charles L. Horsey, III  
Charles L. Horsey, III  
Administrator

State of Nevada       )  
Carson City           )

On this 22<sup>ND</sup> day of  
February, 2011, before me, a  
Notary Public, personally appeared Charles L.  
Horsey, III, who did say that he is the  
Administrator of the Nevada Housing  
Division, named in the foregoing instrument,  
and acknowledged that he executed the same.

Jeanette Hopper  
Notary Public



---

**Ordinary Income / Expense**

Income	
ESG HMIS	15,000.00
[OTHER FUNDING SOURCE]	0.00
Total Income	15,000.00
Expense	
Payroll	
Salaries	12,933.37
Payroll Taxes	2,000.00
Total Payroll	14,933.37
Licensing and Supportive Services	
Software/Equipment/Hardware Lic. And Maintenance	4,000.00
Report Writing and Data Analysis	5,000.00
Data Center Rack Space (Servers)	6,000.00
Total Licensing and Supportive Services	15,000.00
Total Expense	29,933.37
Income/Expense (shortfall FY 2011)	(14,933.37)
Income/Expense (shortfall FY 2012)	(14,933.37)
TOTAL	(29,866.74)



# STAFF REPORT

**To:** Mayor and City Council

Agenda Item: C.4

Date: **4-6-2011**

**Thru:** Kevin Knutson, Interim City Manager

C.4

**Subject : Staff Report: Ratification of Agreement between the U.S. Department of Housing and Urban Development and the City of Reno for the Implementation of the Third Neighborhood Stabilization Program (NSP 3).**

**From:** Jodi Royal-Goodwin, Community Reinvestment Manager, OMB/CMO

**Summary:** The City received a direct allocation of \$1,973,724 in the third round of the Neighborhood Stabilization Program (NSP 3) from the U.S. Department of Housing and Urban Development (HUD). On February 28, 2011, after the required public comment period was completed and with Council approval, the City submitted its NSP 3 Action Plan to HUD. Due to pending Congressional action to eliminate unobligated NSP funds, HUD expedited their approval process and sent the City an executed funding agreement dated March 10, 2011. The Acting City Manager countersigned the funding agreement immediately upon receipt on March 14, 2011, completing the second-to-last step in the obligation process. Because HUD designates that the Reno City Manager has signatory authority for the City's funding agreements, this action did not require Council approval. However, in the interests of transparency, staff seeks Council ratification of the NSP 3 funding agreement.

Staff recommends Council ratification of the agreement between the U.S. Department of Housing and Urban Development and the City of Reno for the implementation of the third Neighborhood Stabilization Program (NSP 3).

## **Previous Council Action:**

February 28, 2011

Council approved the NSP 3 Action Plan

**Background:** NSP 1, 2, and 3 made funds available to states, local governments and non-profit organizations to mitigate the impacts of high numbers of foreclosed and/or vacant properties. Unlike NSP 1 and 2, NSP 3 funds must be used with a preference for rental housing and a minimum of 25% must be used for very low income household. The funds must also be used to affect a substantial impact in the target area. Using the required NSP 3 "map widget," a neighborhood between Wells Avenue and Kietzke Lane, and Plumb Lane and Stewart Street, was selected as the target area.

**Discussion:** As outlined in the plan submitted to HUD staff will work with an affordable-housing developer to address at least 15 housing units in the target area, a feasible number with the resources available. Working with staff in Public Works, the City and the developer will install a range of energy-efficient retrofits with the goal of substantially reducing the costs associated with lighting, heating, cooling, and hot water generation. The 15 units will serve as a

pilot project, demonstrating a methodology through which energy-efficient retrofits can increase the affordability of housing for extremely low income households. The results of the pilot project will be replicable throughout the region.

**Financial Implications:** NSP 3 funding is 100% federal; there are no local match requirements and there is no impact to the City's General Fund. Fifty percent of the funds must be expended by March 10, 2013 and 100% expended by March 10, 2014. The City will be required to separately track and account the NSP 3 funds.

**Legal Implications:** The City must implement the NSP 3 funding in accordance with the HUD-approved Action Plan and per the terms and condition of the funding agreement. The City is required to provide regular progress reports to HUD detailing the use of the funds and conform to all federal regulations.

**Recommendation:** Staff recommends ratification of the agreement between the U.S. Department of Housing and Urban Development and the City of Reno for the implementation of the third Neighborhood Stabilization Program (NSP 3).

**Proposed Motion:** I move to approve the staff recommendation.

**FUNDING APPROVAL AND GRANT AGREEMENT FOR  
NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) FUNDS  
AS AUTHORIZED AND APPROPRIATED UNDER THE WALL STREET  
REFORM AND CONSUMER PROTECTION ACT OF 2010, AMERICAN  
RECOVERY AND REINVESTMENT ACT OF 2009 AND THE HOUSING  
AND ECONOMIC RECOVERY ACT OF 2008  
(PUBLIC LAWS 111-203, 111-005 and 110-289)**

**NSP3 GRANTEE:** Reno

**NSP3 GRANT NUMBER:** B-11-MN-32-0003

**NSP3 GRANT AMOUNT:** \$1,973,724

**NSP3 APPROVAL DATE:** March 9, 2011

**NSP3 EXPENDITURE DEADLINE (2 YEAR):** March 9, 2013

**NSP3 EXPENDITURE DEADLINE (3 YEAR):** March 9, 2014

**GRANTEE DUNS NUMBER:** 049194132

1. This Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and Reno (Grantee) is made pursuant to the authority of section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203 (July 21, 2010)) (Dodd-Frank Act), title XII of Division A of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5 (February 17, 2009)) (Recovery Act) and sections 2301 – 2304 of the Housing and Economic Recovery Act of 2008 (Public Law 110-289 (July 30, 2008)) (HERA). The program established pursuant to section 2301-2304 of HERA is known as the “Neighborhood Stabilization Program” or “NSP.” The term “NSP2” refers to the second appropriation of NSP funds provided under the Recovery Act. The additional allocation under the Frank Dodd Act represents the third round of Neighborhood Stabilization Program funding and is referred to as “NSP3.” Notice of Formula Allocations and Program Requirements for Neighborhood Stabilization Program Formula Grants (Docket No. FR-5447-N-01, October 19, 2010) (NSP3 Notice); the Dodd-Frank Act; the Recovery Act; HERA; the Grantee’s application for NSP3; the HUD regulations at 24 CFR Part 570 (as modified by the NSP3 Notice as now in effect and as may be amended from time to time) (Regulations); and this Funding Approval, including any special conditions, constitute part of the Grant Agreement. In the event of a conflict between a provision of the Grantee’s Application and any provision of this Grant Agreement, the latter shall control.

2. The Grantee shall comply with reporting requirements established by HUD and OMB (including all revisions to such reporting requirements) and the Federal Funding Accountability and Transparency Act (Pub. L. 109-282) (including implementing guidance).
3. Subject to the provisions of this Grant Agreement, HUD will make NSP3 Grant Funds in the amount of \$1,973,724 available to the Grantee upon execution of this Grant Agreement by the parties. Of that amount, \$493,431 must be used to house individuals or families whose incomes do not exceed 50 percent of area median income, pursuant to Dodd-Frank Act. The Grantee shall have 24 months from the date of HUD's execution of this Grant Agreement to expend half of the NSP3 Grant amount pursuant to the requirements of this Agreement, the Dodd-Frank Act, the Recovery Act, HERA and the NSP3 Notice, as amended. The Grantee shall have 36 months from the date of HUD's execution of this Grant Agreement to expend the total NSP3 Grant amount pursuant to the requirements of this Agreement, the Dodd-Frank Act, the Recovery Act, HERA and the NSP3 Notice, as amended. The NSP3 Grant Funds may be used to pay eligible costs arising from eligible uses incurred after the NSP3 Approval Date provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-award planning and general administrative costs may not be paid with funding assistance except as permitted in the NSP3 Notice, as amended. Other pre-award costs may not be paid with funding assistance except as permitted by 24 CFR 570.200(h); for purposes of NSP3, such costs are limited to those incurred on or after the date that the NSP3 Notice was published by HUD.
4. The Grantee agrees to assume all of the responsibilities for environmental review, decisionmaking, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of Title I of the Housing and Community Development Act, as amended (42 U.S.C. 5304) and published in 24 CFR Part 58.
5. The Grantee agrees that it will demolish or convert units using NSP3 funds only to the extent and scope described in the NSP3 substantial amendment. The Grantee agrees that under no circumstances will NSP3 funds be used to demolish any public housing (as defined in section 3 of the United States Housing Act of 1937 (42 U.S.C. 1437a)).
6. The Grantee agrees to comply with the Recovery Act provisions concerning tenant protections applicable to NSP3 acquisitions of foreclosed property. The Grantee must document its efforts to ensure that the initial successor in interest (ISII) in a foreclosed upon dwelling or residential real property (typically, the initial successor in interest in property acquired through foreclosure is the lender or trustee for holders of obligations secured by mortgage liens) has provided bona fide tenants with the notice and other protections outlined in the Recovery Act. The Grantee will not use NSP3 funds to finance the acquisition of property from any initial successor in interest that failed to comply with applicable requirements unless the Grantee assumes the obligations of such initial successor in interest with respect to bona fide tenants. If the Grantee elects to assume such obligations, it may only do so if the tenant is still occupying the property and will provide any tenant displaced as a result of the NSP3 funded acquisition with the

assistance outlined in 24 CFR 570.606. If the Grantee knows that the ISII did not comply with the NSP tenant protection requirements and vacated the property contrary to the NSP requirements, NSP3 funds cannot be used to acquire such properties.

7. The Grantee further acknowledges its responsibility for adherence to all applicable terms and conditions of this grant award by sub-recipient entities and contractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration.
8. This Grant Agreement may be amended only with the prior written approval of HUD. In considering proposed amendments to this Grant Agreement, HUD shall also review, among other things, whether the amendment is otherwise consistent with the Dodd-Frank Act, the Recovery Act, HERA, the NSP3 Notice, as amended, and the Regulations.
9. The Grantee may not amend its Grantee Submission other than as described above; however, such amendments will be subject to the requirements of the NSP3 Notice and any revisions HUD may make to the NSP3 Notice (or any successor Notice or regulation).
10. The Grantee must respond in writing to any citizen complaint within 15 working days, if feasible, and send a copy of the response to HUD. The Grantee shall at all times maintain an up-to-date copy of its Grantee Application, including all amendments approved by HUD, on its Internet website. Further, the Grantee shall maintain information on all drawdowns, deposits, and expenditures of grant funds and program income under this Funding Approval and Grant Agreement and any other records required by 24 CFR 570.506 and the NSP3 Notice, as amended, in its files and shall make such information available for audit or inspection by duly authorized representatives of HUD, HUD's Office of the Inspector General, or the Comptroller General of the United States.
11. The Grantee is advised that providing false, fictitious or misleading information with respect to NSP3 Grant Funds may result in criminal, civil or administrative prosecution under 18 USC § 1001, 18 USC § 1343, 31 USC § 3729, 31 USC § 3801 or another applicable statute.
12. Close-out of this grant shall be subject to the provisions of 24 CFR 570.509 or such close-out instructions as may hereafter be issued by HUD specifically for NSP3 grants.

[Remainder of this page blank]

This NSP3 Grant Agreement is binding with respect to HUD in accordance with its terms upon the execution by HUD in the space provided below, subject to execution on behalf of the Grantee.

**The United States Department of  
Housing and Urban Development**

**The Grantee  
Reno**

Maria Cremer  
Signature of Authorized Official

Maria Cremer

Acting Director, Community Planning  
and Development

3/9/11  
Date of Signature

Glenn Schlerf  
Signature of Authorized Official

Glenn Schlerf  
Name of Authorized Official

Acting City Manager  
Title of Authorized Official

3/14/11  
Date of Signature

68 6000201  
Grantee Tax Identification Number

**For HUD CFO Use Only**

Current Balances	Increases/Decreases	Ending Balance	Date

# STAFF REPORT

**To:** Mayor and City Council

Agenda Item: C.5

Date: **4-6-2011**

**Thru:** Kevin Knutson, Interim City Manager

C.5

**Subject : Staff Report: Approval of Award of Contract to F. Evan's Construction, Inc., for American with Disabilities Act upgrades to the front lobby and entrance at the Evelyn Mount Northeast Community Center in an amount not to exceed \$64,000 (Capital Improvement Plan).**

**From:** Allen Tryon, Associate Civil Engineer, Public Works

**Summary:** Staff recommends Council approval of the award of contract to F. Evan's Construction, Inc. in an amount not to exceed \$64,000 for Americans with Disabilities Act (ADA) upgrades to front lobby and entrance at the Evelyn Mount Northeast Community Center (EMNECC).

**Previous Council Action:** October 27, 2010 Council approved an award to Advance Installations for ADA upgrades to four interior doors in an amount of \$50,130.00.

**Background:** The EMNECC is a City-owned building used by many Reno and Sparks residents for recreation, fitness training, education and meetings.

**Discussion:** Parks staff has requested that the front counter be redesigned to accommodate wheelchair users and provide for direct line of sight from the counter into the gymnasium. This project will incorporate two locations (workstations) for ADA compliance while pushing the counter further out into the front lobby so staff can see the gym. The redesign will require the removal of the existing carpet and some lighting modifications. In addition, the front entrance vestibule will be replaced with a new vestibule that will have a motion activated sliding door for people with disabilities, as well as two manually controlled side doors for fully ambulatory people. There is currently one more ADA improvement to EMNECC that will be addressed this summer. The outside stairs along the east side of the building will be replaced with an ADA ramp including handrails; this is estimated to cost around \$10,000. The remaining budget for ADA improvements will be considered by the Reno Access Advisory Committee in coming months.

**Financial Implications:** Funds for this project are included as part of the Capital Improvement Program and the sum of \$190,000 was allocated to the Evelyn Mount Northeast Community Center and Reno Sports Complex for ADA improvements.

**Recommendation:** Staff recommends Council approval of the award of contract to F. Evan's Construction in an amount not to exceed \$64,000 for ADA upgrades at EMNECC, and authorization for the Mayor to sign.

**Proposed Motion:** I move to approve the staff recommendation.

Attachment: Bid Tab



**CITY OF RENO  
PUBLIC WORKS  
BID OPENING**

**Project: EMNECC Front Counter and Lobby Remodel**

Contract Number: E100103

Date and Time: March 8, 2011 @ 1400 Hrs. (2:00 pm) 8<sup>th</sup> Floor Conf. Room

APPARENT LOW BIDDER: F. Evan's Construction, Inc

PROPOSAL GUARANTEE: 5%

TOTAL (BASE PLUS FORCE ACCOUNT): \$64,000.00

No.	Item	Engineer's Estimate	F. Evan's Construction, Inc.	K7 Construction	Advance Installations
1	Base Bid	\$60,000.00	\$54,000.00	\$54,958.00	\$58,537.00
2	Force Account	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3	<b>Base Bid Total</b>	<b>\$70,000.00</b>	<b>\$64,000.00</b>	<b>\$64,958.00</b>	<b>\$68,537.00</b>
4					
5					
6	Addendum (2 )		X	X	X
7	Bid Bond		X	X	X

No.	Item	Sullivan Structures	Don Lozorko Construction	Pellett Construction	Frank Lepori Construction
1	Base Bid	\$58,810.00	\$60,086.00	\$60,059.00	\$63,190.00
2	Force Account	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3	<b>Base Bid Total</b>	<b>\$68,810.00</b>	<b>\$70,086.00</b>	<b>\$70,059.00</b>	<b>\$73,190.00</b>
4					
5					
6	Addendum (2 )	X	X	X	X
7	Bid Bond	X	X	X	X

No.	Item	Silver Knolls Electric	Al Shankle Construction	Bison Construction	Houston Smith Construction
-----	------	---------------------------	----------------------------	-----------------------	-------------------------------

1	Base Bid	\$66,017.00	\$67,391.00	\$71,644.00	\$75,500.00
2	Force Account	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3	<b>Base Bid Total</b>	<b>\$76,017.00</b>	<b>\$77,391.00</b>	<b>\$81,644.00</b>	<b>\$85,500.00</b>
4					
5					
6	Addendum (2 )	x	x	x	x
7	Bid Bond	x	x	x	x

## STAFF REPORT

**To:** Mayor and City Council

Agenda Item: C.6

Date: **4-6-2011**

**Thru:** Kevin Knutson, Interim City Manager

C.6

**Subject : Staff Report: Case No. LDC11-00019 (Amber Meadows) Certification of Amber Meadows Master Plan Land Use Designation. [Ward 4]**

**From:** Nathan Gilbert, AICP, Associate Planner, Community Development

**Summary:** In accordance with NRS 278.210, the Master Plan Amendment is before Council for certification. The Master Plan amendment was reviewed and approved by the Regional Planning Commission as to its conformance with the Regional Plan on March 9, 2011. Staff recommends Council certification of the Master Plan amendment.

### **Previous Council Action:**

January 26, 2011      The City Council approved a Master Plan amendment to change the land use designation for case number LDC11-00019 (Amber Meadows) from Special Planning Area/North Virginia Street Transit Oriented Development Plan to Mixed Residential (2 to 21 dwelling units per acre).

Ayes:            Aiazzi, Dortch, Gustin, Hascheff, Sferrazza, Zadra

Nays:            None

Absent:          Cashell

**Recommendation:** Staff recommends Council certification of the amendments to the Master Plan.

**Proposed Motion:** I move to certify the Master Plan amendments as outlined in case LDC11-00019.



## REGIONAL PLANNING COMMISSION

### MEMBERS

Dian VanderWell, Chair  
Tom Lean, Vice-Chair  
Roger Edwards  
Roy Hibdon  
Jim Newberg

Jackie Peterson  
Dennis Romeo  
Doug Voelz  
Kevin Weiske

Rosanna Coombes, Director

March 10, 2011

Rosanna Coombes  
Director of Regional Planning, and  
Clerk of the Regional Planning Commission  
One East First Street, Suite 1100  
Reno, Nevada 89501

Received by Clerk: 3/10/11 WR

Mailed: 3/14/11 38

Dear Ms. Coombes:

On March 9, 2011, the Regional Planning Commission (RPC) held a public hearing and determined that the following matter conforms with the comprehensive Regional Plan:

Regional Plan Conformance Review – City of Reno Master Plan amendment, Amber Meadows (CR11-002) – a Master Plan amendment from Special Planning Area/North Virginia Street Transit Oriented Development Plan to Mixed Residential on a ±64.06 acre site located ±1,280 feet north-west of the intersection of North Virginia Street and Lemmon Drive.

**This letter has been filed with the Clerk of the Regional Planning Commission on this date and constitutes notice of final action under NRS 278.0235, "Actions against Agency: Commencement," unless a petition for review is timely filed by a person seeking review of the RPC action or determination pursuant to section I.3 of the Regional Planning Governing Board's *Regulations on Procedure*.**

Please do not hesitate to contact me at 775/321-8392 if you have any questions on this matter.

Sincerely,

Sienna Reid  
Regional Planner

cc: File CR11-002

John Hester, City of Reno

Lynette Jones, City of Reno

Armando Ornelas, City of Sparks

Kim Robinson, Washoe County

Debra Goodwin, RPC

Nathan Gilbert, City of Reno

---

One East First Street, Suite 1100, Reno, NV 89501-1625

775/321-8385; Fax 775/321-8386

[www.tnrpa.org](http://www.tnrpa.org)

Lynnette R. Jones  
City Clerk  
(775) 334-2030  
ljonesl@reno.gov

Carmi D. Gundersen  
Chief Deputy City Clerk  
(775) 334-2030  
gundersenc@reno.gov



Office of the City Clerk  
Central Cashiering (775) 334-2032  
Parking Tickets (775) 334-2279

January 31, 2011

SJ & R Amber Properties, LLC  
Attn: Steve Danna  
491 Lyndsey Lane  
Yuba City, CA 95993

FILED THIS DATE  
1/31/11  
BY: *[Signature]*  
CITY CLERK

RE: Case No. LDC11-00019 (Amber Meadows)

Dear Applicant:

At a regular meeting held January 26, 2011, and following a public hearing thereon, the City Council upheld the Planning Commission recommendation and approved the request for a Master Plan Amendment from Special Planning Area/North Virginia Street Transit Oriented Development Plan to Mixed Residential (3 to 21 dwelling units per acre) on a  $\pm 64.06$  acre site located  $\pm 1,280$  feet northwest of the intersection of North Virginia Street and Lemmon Drive in the MU/NVTC (Mixed Use/North Virginia Street Transit Corridor Overlay Zoning District), by resolution.

The approved Master Plan Amendment will become effective subject to a finding of conformance with the Regional Plan by the Truckee Meadows Regional Planning Commission.

Sincerely,

*Carmi Gundersen for*

Lynnette R. Jones  
City Clerk

LRJ:cdg

cc: Community Development  
Traffic Design Engineer  
Terry Zeller, Parks, Recreation & Community Services  
Marchon Miller, Regional Transportation Commission  
Steve Morton, Summit Engineering Corporation

One East First Street, Second Floor P.O. Box 7, Reno, NV 89504  
www.reno.gov

RESOLUTION NO. 7550

INTRODUCED BY Dortch

A RESOLUTION TO AMEND RESOLUTION NO. 5673 BY  
ADOPTING A CHANGE TO THE LAND USE PLAN OF THE  
RENO MASTER PLAN AS APPROVED IN CASE NO.  
LDC11-00019.

WHEREAS, the Reno City Council, on November 9, 1999, approved Resolution No. 5673, adopting the Reno Master Plan; and

WHEREAS, the Reno City Planning Commission, on December 2, 2010, approved Resolution No. 10-10, adopting amendments to the Land Use Plan of the Reno Master Plan by changing the land use designation for Case No. LDC11-00019 (Amber Meadows) from Special Planning Area/North Virginia Street Transit Oriented Development Plan to Mixed Residential (3 to 21 dwelling units per acre) (Exhibit A);

WHEREAS, the Reno City Council, on January 26, 2011, upheld the recommendation of the City Planning Commission and referred the amendments to the Regional Planning Commission for conformance review with the Truckee Meadows Regional Plan;

NOW, THEREFORE, BE IT RESOLVED by the Reno City Council that Resolution No. 5673 be amended by changing the land use designation for Case No. LDC11-00019 (Amber Meadows) from Special Planning Area/North Virginia Street Transit Oriented Development Plan to Mixed Residential (3 to 21 dwelling units per acre) as shown on Exhibit A.

Upon motion of Councilmember Dortch, seconded by Councilmember Hascheff, the foregoing Resolution was passed and adopted by the following vote of the Council:

AYES: Dortch, Hascheff, Gustin, Zadra, Sferrazza

NAYS: None


ABSTAIN: None ABSENT: Ajazzi, Cashell

APPROVED this 26<sup>th</sup> day of January, 2011.

This resolution will become effective upon a determination of conformance by the Regional Planning Commission.

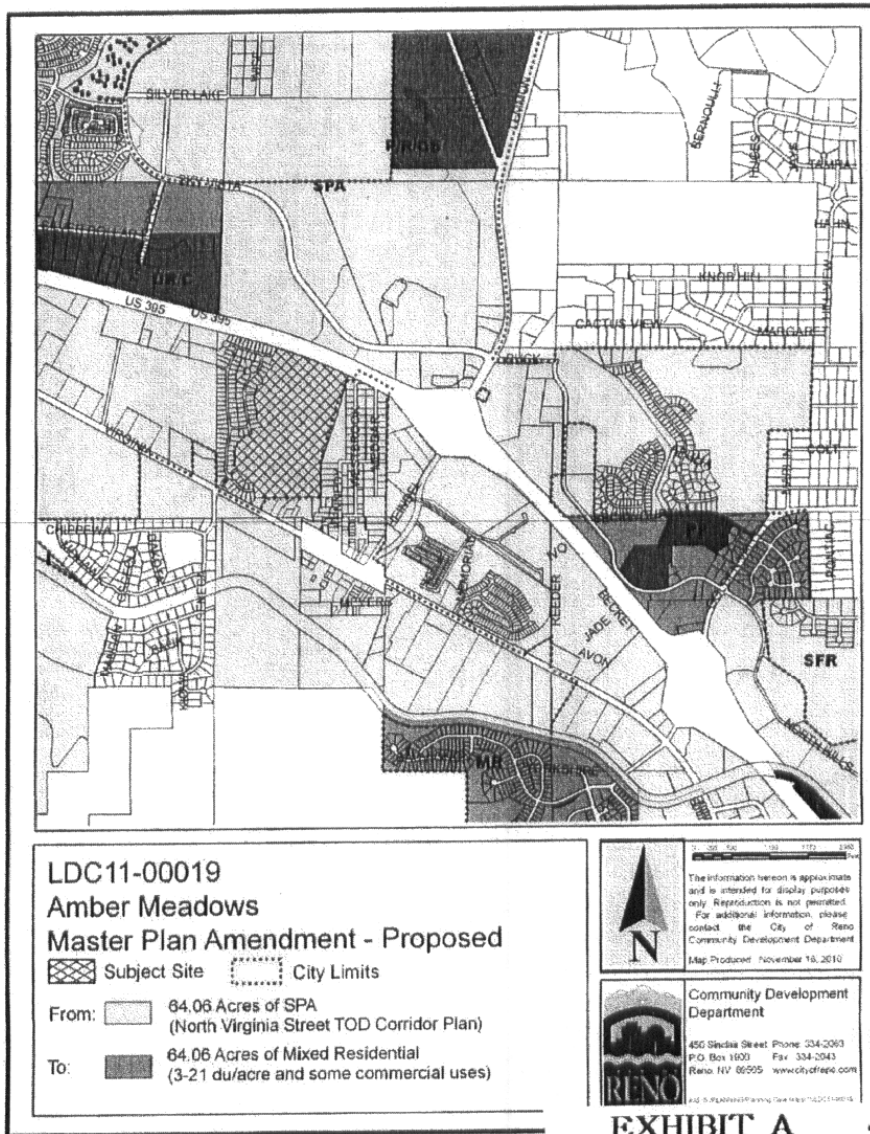
  
ASSISTANT MAYOR OF THE  
CITY OF RENO

ATTEST:

  
CITY CLERK AND CLERK OF THE CITY  
COUNCIL OF THE CITY OF RENO, NEVADA



LDC11-00019 (Amber Meadows) - 5673 - CDR.doc



## PLANNING COMMISSION REPORT

**To:** Mayor and City Council  
**Thru:** Donna M. Dreska, City Manager

Agenda Item: **F.1**  
Date: **1-26-2011**

F.1

**Subject : Staff Report: Case No. LDC11-00019 (Amber Meadows) Request for a Master Plan Amendment from Special Planning Area/North Virginia Street Transit Oriented Development Plan to Mixed Residential (3 to 21 dwelling units per acre). The ±64.06 acre site is located ±1,280 feet northwest of the intersection of North Virginia Street and Lemmon Drive in the MU/NVTC (Mixed Use/North Virginia Street Transit Corridor Overlay Zoning District). [Ward 4]**

**F.1.1 RESOLUTION No. Case No. LDC11-00019 (Amber Meadows) Resolution to amend Resolution No. 5673 by adopting a change to the Land Use Plan of the Reno Master Plan as approved in Case No. LDC11-00019. [Ward 4]**

**From:** Cheryl Ryan, AICP, Senior Planner, Community Development

**Summary:** This is a request for a Master Plan Amendment from Special Planning Area/North Virginia Street Transit Oriented Development Plan to Mixed Residential (3 to 21 dwelling units per acre). The ±64.06 acre site is located ±1,280 feet northwest of the intersection of North Virginia Street and Lemmon Drive in the MU/NVTC (Mixed Use/North Virginia Street Transit Corridor Overlay Zoning District).

The Planning Commission recommends Council approval of the requested Master Plan amendment by resolution.

**Background:** At the December 2, 2010, Planning Commission public hearing, the applicant's consultant, Steve Morton, Summit Engineering, indicated that he agreed with staff's recommendation. Mr. Morton gave a brief summary regarding the request stating that the infrastructure for the previously approved 225 lot Amber Meadows subdivision, Phase II (now expired), was installed when Phase I infrastructure was being constructed. Prior to moving forward with Phase II, the property was put in the Special Planning Area/North Virginia Transit Orient Development Plan (SPA/NVTOD), and was then subsequently given the Mixed Use/North Virginia Street Transit Corridor Overlay (MU/NVTC) zoning designation. The current SPA/NVTOD Master Plan designation and the MU/NVTC zoning designation require a minimum of fourteen dwelling units per acre. The requested change to re-designate the Master Plan designation from SPA/NVTOD to Mixed Residential (MR – 3 to 21 dwelling units per acre) will allow the applicant to submit a zoning map amendment from MU/NVTC to the original SF6 (Single Family – 6,000 square foot lots) district, allowing 3.5 dwelling units per acre. Mr. Morton noted that if 14 dwelling units per acre are required, significant increases in the previously installed infrastructure would have to be made for traffic, sewer, water and dry



utilities. Staff concurred with the applicant's presentation and noted that surrounding densities were characteristic of the SF6 designation, and that the findings could be made.

**Advisory Commission Vote:** Six in favor; none opposed; none absent.

**Recommendation:** The Planning Commission recommends Council approval of the requested Master Plan amendment by resolution, subject to a finding of conformance with the Regional Plan by the Truckee Meadows Regional Planning Commission.

**Proposed Motion:** I move to uphold the recommendation of the Planning Commission.

**Master Plan Amendment**

I move to adopt Resolution No. \_\_\_\_\_.

RESOLUTION NO. \_\_\_\_\_

INTRODUCED BY \_\_\_\_\_

A RESOLUTION TO AMEND RESOLUTION NO. 5673 BY  
ADOPTING A CHANGE TO THE LAND USE PLAN OF THE RENO  
MASTER PLAN AS APPROVED IN CASE NO. LDC11-00019.

WHEREAS, the Reno City Council, on November 9, 1999, approved Resolution No. 5673,  
adopting the Reno Master Plan; and

WHEREAS, the Reno City Planning Commission, on December 2, 2010, approved Resolution  
No. 10-10, adopting amendments to the Land Use Plan of the Reno Master Plan by changing the land use  
designation for Case No. LDC11-00019 (Amber Meadows) from Special Planning Area/North Virginia  
Street Transit Oriented Development Plan to Mixed Residential (3 to 21 dwelling units per acre) (Exhibit  
A);

WHEREAS, the Reno City Council, on January 19, 2011, upheld the recommendation of the City  
Planning Commission and referred the amendments to the Regional Planning Commission for  
conformance review with the Truckee Meadows Regional Plan;

NOW, THEREFORE, BE IT RESOLVED by the Reno City Council that Resolution No. 5673 be  
amended by changing the land use designation for Case No. LDC11-00019 (Amber Meadows) from  
Special Planning Area/North Virginia Street Transit Oriented Development Plan to Mixed Residential (3  
to 21 dwelling units per acre) as shown on Exhibit A.

Upon motion of Councilmember \_\_\_\_\_, seconded by  
Councilmember \_\_\_\_\_, the foregoing Resolution was passed and  
adopted by the following vote of the Council:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

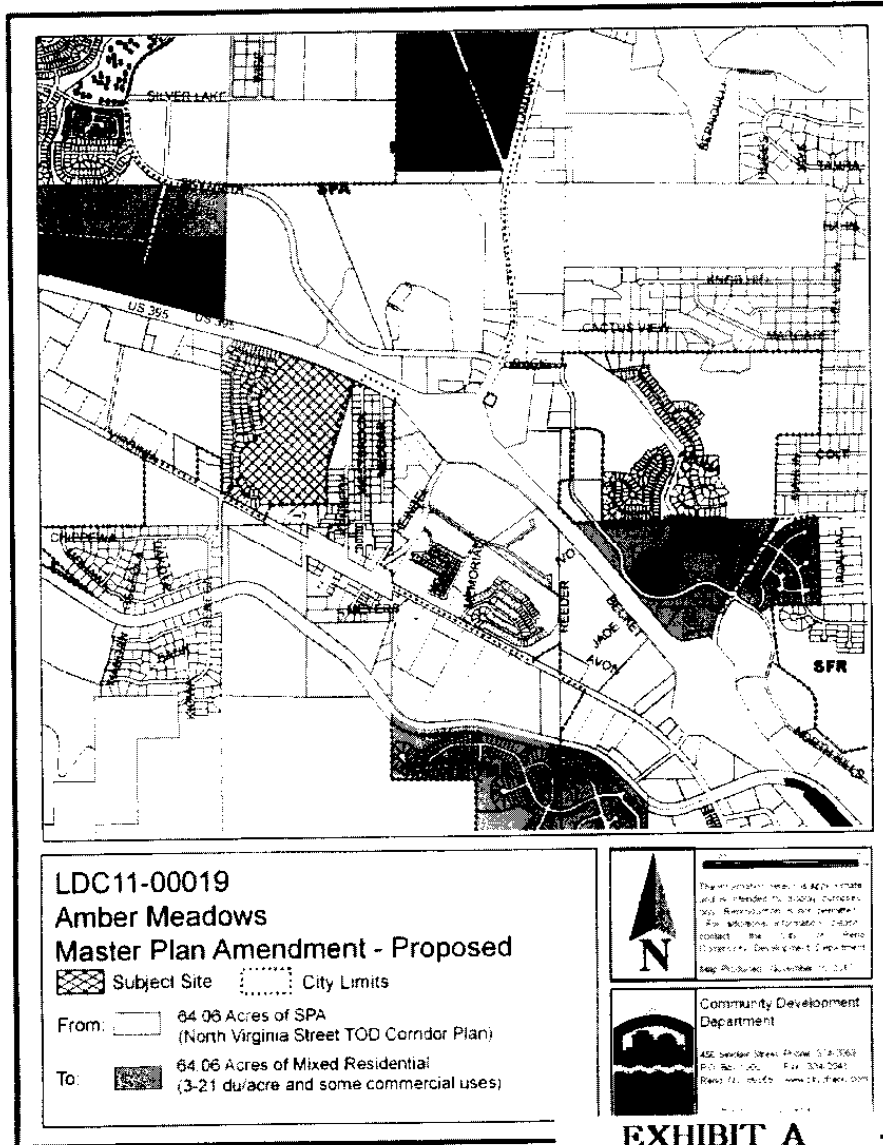
This resolution will become effective upon a determination of conformance by the Regional Planning  
Commission.

\_\_\_\_\_  
MAYOR OF THE CITY OF RENO

ATTEST:

\_\_\_\_\_  
CITY CLERK AND CLERK OF THE CITY

**COUNCIL OF THE CITY OF RENO, NEVADA**  
LDC11-00019 (Amber Meadows) - 5673 - CDR.doc





**CITY OF RENO**  
**Planning Commission**  
**December 2, 2010**  
**Staff Report**

Agenda #
<u>V1-2</u>
Ward #
<u>4</u>

**CASE NO.:** LDC11-00019 (Amber Meadows)

**APPLICANT:** SJ & R Amber Properties, LLC

**APN NUMBER:** 570-200-01

**REQUEST:** This is a request for a Master Plan Amendment from Special Planning Area/North Virginia Street Transit Oriented Development Plan to Mixed Residential (3 to 21 dwelling units per acre).

**LOCATION:** The ±64.06 acre site is located ±1,280 feet northwest of the intersection of North Virginia Street and Lemmon Drive in the MU/NVTC (Mixed Use/North Virginia Street Transit Corridor Overlay Zoning District).

**PROPOSED MOTION:** Based upon compliance with the applicable considerations, I move to adopt the amendment to the Master Plan by resolution and recommend City Council do the same, subject to conformance review by the Regional Planning Agency

**BACKGROUND:**

The applicant is requesting to change the Master Plan designation on the subject site in order to re-entitle a previously approved, but expired single family detached subdivision map. The Amber Meadows tentative map and special use permit were originally approved on January 18, 2006 for a 339 single family lot subdivision with fills of 10 feet or greater (see Exhibit F). A final map for Amber Meadows Phase I was recorded on January 2008 and included 114 lots. No final map was recorded after 2008, and pursuant to the Nevada Revised Statutes (NRS) 278.360, the remaining 225 lots in Phase II expired in 2009 (see Exhibit A).

When the project was originally approved in 2006, the Master Plan designation for the property was Special Planning Area (SPA) because it was located in the Reno-Stead Corridor Joint Plan (RSCJP). The City of Reno zoning designation for the property while in the RSCJP was SF6 (Single Family – 6,000 square foot lots), and it is this designation that the Amber Meadows subdivision was designed and approved under. Since that time, the property was taken out of the RSCJP, but it retained the SPA

LDC11-00019 (Amber Meadows) - CDR.doc

designation because it was put in the NV/TOD Plan (North Virginia Street Transit Oriented Corridor Plan), a component of the Master Plan. The new corresponding zoning designation of MU/NVTC (Mixed Use/North Virginia Street Transit Corridor Overlay) was subsequently assigned. Both the NV/TOD Plan and the MU/NVTC zone require a minimum of 14 dwelling units per acre. The SPA conforming zoning designations are PUD (Planned Unit Development); OS (Open Space); and MU (Mixed Use). Therefore, in order to re-entitle Phase II of the Amber Meadows subdivision in the manner previously approved, a Master Plan amendment from SPA to MR (Mixed Residential – 3 to 21 units per acre) is required (see Exhibit B), and subsequent to that, a zoning map amendment from MU/NVTC to SF8.

The applicant's consultant conferred with staff from the Washoe County Community Development Department and the Truckee Meadows Regional Planning Agency (TMRPA) for input on the request, particularly because it was recently removed from the RSCJP. County staff provided the applicant with written documentation that they have no concerns about the request in an email dated August 12, 2010 (see Exhibit D). The TMRPA staff informed the applicant to apply to amend the boundaries of the NV/TOD Plan concurrent with the Master Plan amendment. The City of Reno procedures now include a boundary amendment to the TOD's and Regional Centers as part of the Master Plan amendment process and therefore separate action to approve the boundary change is no longer needed by the Planning Commission and City Council.

Finally, this is a Master Plan amendment request, and as such, it stands independent of any future requests. The proposed MR designation allows 3 to 21 dwelling units per acre and various commercial and office uses via 13 conforming zoning districts making the type of future development of the property ultimately indeterminate. While reference is made to the expired Amber Meadows Phase II development, it is only for clarity and to provide a framework of the evolution of the land use decisions and existing improvements that have been installed related to the property. Any and all future development is predicated on and subsequent to this Master Plan amendment and future zoning map amendment (City Council Consideration b – amendments must be found in conformance to the Truckee Meadows Regional Plan).

#### ANALYSIS:

Land Use Compatibility: The property is surrounded by the US 395 freeway to the north; and has a mix of predominately single family homes, with some commercial, office and industrial uses zoned MU/NVTC to the south, east and west. Additionally, properties to the south and east, and portions of the property to the west, are in the City's sphere of influence and have not yet been annexed.

The request to re-designate the property to MR will provide an opportunity for less density than the currently required 14 unit minimum and therefore a more compatible development pattern with the existing surrounding uses. These uses include the subdivisions to the east and south, the adjacent Martin Luther King Park to the

northeast, and the Amber Meadows Phase I development to the west. The City of Reno Land Development Code requires that no development be approved on property where the zoning is not in conformance with the Master Plan designation (i.e. MU/NVTC does not conform to the MR designation), and therefore the land owner must request to change the zoning prior to any permits being issued. If the developer receives approval of this amendment, the following residential zones/densities would be available to request by the land owner via a zoning map amendment: SF15 (Single Family – 15,000 square foot lots); SF9 (Single Family – 9,000 square foot lots); SF6 (Single Family – 6,000 square foot lots); SF4 (Single Family – 4,000 square foot lots); MF14 (Multi Family – 14 dwelling units per acre), and MF21 (Multi Family – 21 dwelling units per acre). While not every designation listed above is suitable for the site, the allowed range of densities of 3 to 21 dwelling units complies with the Population Plan, a component of the Master Plan. The City of Reno's forecasted population growth is from  $\pm 236,100$  people in 2010 to  $\pm 339,500$  people in 2030, and so residential development of this property meets City Council Consideration (a)(2) that the Master Plan amendment conform to the City's adopted Population Plan by ensuring an adequate supply of housing for the future.

Urban/Environmental Design: The application states that it is the applicant's intent to re-entitle the 225 single family lots of the Amber Meadows subdivision. However, as a result of the adoption of the NV/TOD Plan and the MU/NVTC zoning, the originally entitled map is no longer in conformance with the Master Plan land use designation or the zoning designation. In an effort to maintain the overall design of the originally approved development, the Master Plan designation of MR and the zoning designation of SF6 would need to be established for the property. This would provide a cohesive development pattern when considering that the site is adjacent to existing low to medium density sized lots. In doing so, the boundaries of the NV/TOD Plan would be amended to exclude the Phase II property (Exhibit C). Additionally, a tentative map and special use permit would need to be resubmitted and reviewed and approved by the Planning Commission. Phase I has already been recorded and work has commenced and therefore it does not need to be removed from the NV/TOD Plan or re-zoned from MU/NVTC to SF6. Re-designating the site from SPA to MR meets Planning Commission Consideration "a" requiring that the proposed Master Plan amendment bear relation to the planning and physical development of the City.

Master Plan Amendment: The prior MDS (Medium Density Suburban – 3 units per acre) designation in the County that the properties to the east and south developed under required a 12,000 square foot minimum lot size, and the existing development pattern is reflective of this as can be seen in the Grandview Terrace and Horizon Hills subdivisions respectively. The Amber Meadows subdivision was designed with a density of 3.5 units per acre and with an average lot size of  $\pm 8,908$  square feet. In order to achieve the minimum 14 dwelling units per acre required in the NV/TOD Plan and the MU/NVTC zone, lot sizes would need to be approximately  $\pm 3,000$  square feet or less in order to develop a single family detached product. The infrastructure approved for the Amber Meadows subdivision was adequately sized for Phases I and II. This

infrastructure (sewer, water, power, communications, etc.), including improvements to two road intersections was not sized to meet the required 14 units per acre density, including the internal road system. If approved, the MR designation would allow the applicant to move forward with an application for a zoning map amendment for the SF6 district. This meets Planning Commission Consideration "b" which requires that the request be suitable in such a manner that the City Council may consider it as a basis for the physical development of the City.

City Council Master Plan Consideration (a)(1) requires that the Master Plan amendment serve as a pattern and guide for orderly physical growth which will cause the least amount of natural resource impairment. The request meets this consideration. There are adequate plans for transportation, recreation, schools, police and fire services, utilities and other facilities to accommodate the density that the MR designation allows. North Virginia Street is classified as a minor arterial and a boulevard where abutting a TOD or Regional Center, as is the case for this property. The pavement condition for North Virginia Street is classified as excellent by Public Works and provides direct access to the primary entrance of the site via Prairie Ridge Drive. Recreation for potential future residents is provided by the abutting Martin Luther King Park to the east, and the North Valley's Sports Complex north of US 395. Schools serving the site include Lemmon Valley Elementary School; O'Brian Middle School; and North Valleys High School. Police service is provided by the North Community Service Center, and emergency response times vary depending on where the closest patrol vehicle is. This site is also ±1.50 street miles from an Existing Storefront Operation on Stead Boulevard. Fire service is provided by Fire Station 13 which has an approximate four minute response time to the site. All utilities, including dry utilities are present or are stubbed to the site.

Public Improvements: The infrastructure for Amber Meadows Phase I was designed to accommodate the density approved in 2006 which was for a maximum of 339 single family units, and not the high density (14 dwelling units per acre or more), mixed use (commercial and residential) requirements of the MU/NVTC. Comments from the Engineering Division indicate that the Master Plan amendment will have no adverse impact to the existing City infrastructure if the originally approved Amber Meadows subdivision is constructed; any additional density or intensity beyond that would cause the need for amended studies for water, sewer, road improvements, etc.

The majority of the infrastructure has been constructed and includes an eight inch water main, an eight inch sanitary sewer main, a 12 to 48 inch storm drain and all dry utilities (gas, electric, telephone, etc.). A sanitary sewer lift station has been partially constructed (i.e. no pumps and no generators). All public improvements that have been installed have the capacity to service the density originally proposed in the Amber Meadows subdivision. The developer will be responsible to install or extend all remaining necessary improvements. This is required whether for Amber Meadows Phase II, or other future development of any greater density and intensity, and therefore



the potential construction of Phase II will not require the expenditure of funds by the City of Reno (City Council Master Plan Consideration (a)(3)).

Circulation: A traffic study was submitted with the original Amber Meadows project with recommendations that would mitigate traffic impacts at full build out (339 units). The mitigations include improvements to the North Virginia/Lemmon-Heindel Road and Seneca Drive/North Virginia Street intersections to maintain a level of C or better. The recommended mitigations would change for the more intense uses permitted/required in the NV/TOD Plan and the MU/NVTC zone.

Land Use Designation: The current designation is SPA with a sub designation of NV/TOD. The purposes of these designations are to promote individual land uses or land uses in combination which are compatible and complementary within the projects boundaries. Additionally, the NV/TOD promotes mixed use development that includes public uses, open spaces, more intense development such as for commercial and office uses, as well as residential development greater than 21 units to the acre when located in or adjacent to employment centers, the downtown, shopping centers with a grocery store, and transit line with a minimum service of 30 minutes. At this time, the subject property does not meet the purpose of the current land use and sub land use designations, particularly since the surrounding properties and their uses are a combination of low and medium density residential lots.

The proposed designation is MR. The purpose of this designation is to allow for 3 to 21 dwelling units per acre as well as some commercial uses. This designation allows the predominate range of densities in the City and is suitable where all urban services and utilities are available. In areas that are single family in character, developments with less than 14 dwelling units should appear similar to surrounding single-family and two-family structures. The subject property meets the purpose of this land use designation, particularly since the surrounding properties and their uses are a combination of low and medium density residential lots.

Other Reviewing Bodies:

Regional Transportation Commission (RTC): RTC is requesting that all necessary improvements be installed to a Level of Service C. Additionally, detailed intersection drawings are being requested for the intersection of Seneca and North Virginia Street. Finally, RTC asks that the developer contact them to discuss pedestrian access from existing bus stops and potential transit improvements. The information being requested by RTC will be provided if the Master Plan amendment and future zoning map amendment are approved by the Planning Commission and the City Council. The applicant's desired development plan is predicated on and subsequent to these actions.

Neighborhood Advisory Board: The November 15, 2010 North Valleys Neighborhood Advisory Board meeting was cancelled. On November 16, 2010, a neighborhood meeting was held by the applicant's consultant as required by NRS for Master Plan

amendments. A copy of the neighborhood meeting invitation dated November 1, 2010 and sign in sheet dated November 16, 2010 are provided in Exhibit E.

AREA DESCRIPTION			
	LAND USE	MASTER PLAN DESIGNATION	ZONING
NORTH	U.S. 395 and vacant property north of U.S. 395	Special Planning Area	SF6 and AC
SOUTH	North Virginia Street and vacant property	Special Planning Area	MU/NVTC
EAST	Residentially Developed Property	Special Planning Area	MU/NVTC
WEST	Phase 1 of the Amber Meadows Subdivision	Special Planning Area	MU/NVTC

**LEGAL REQUIREMENTS:**

RMC 18.05 Master Plan Amendments

**MASTER PLAN CONSIDERATIONS:**

**For the Planning Commission:**

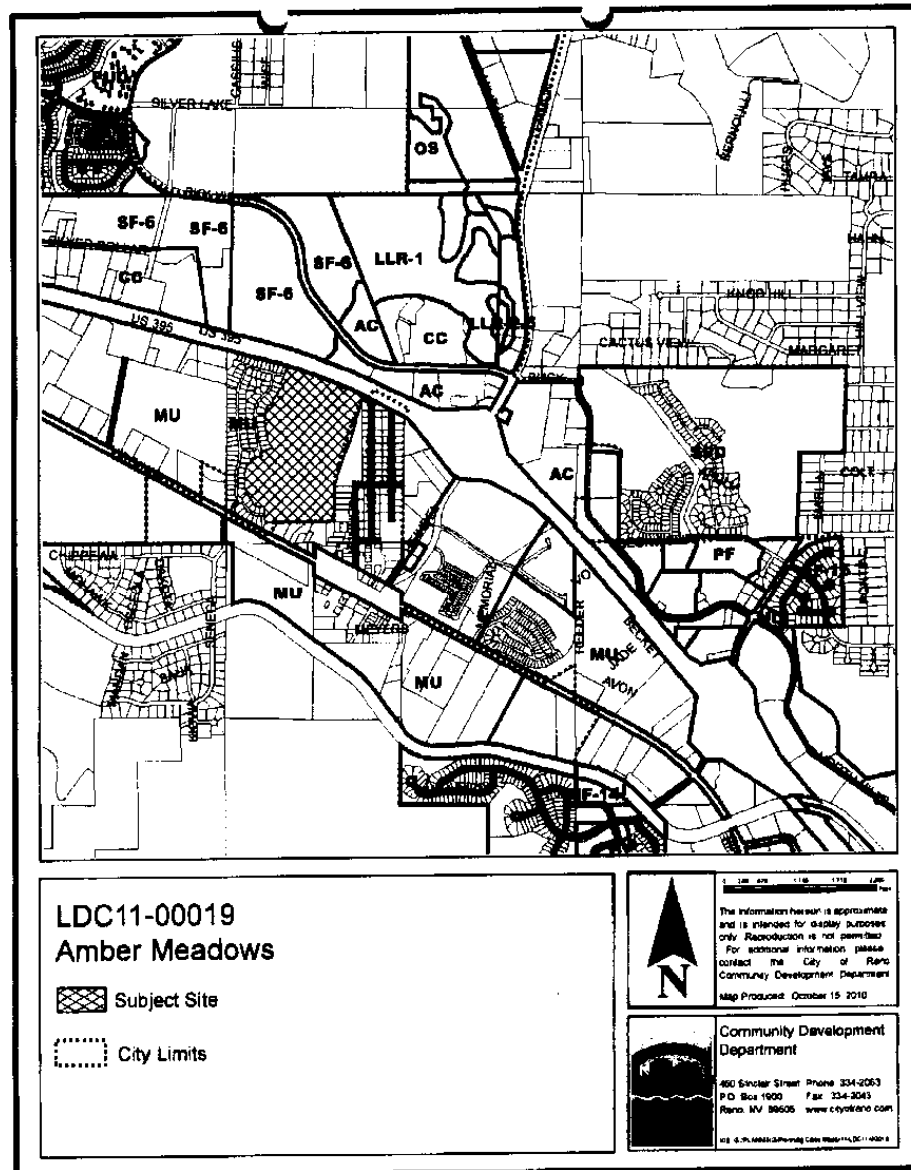
- (a) Bears relation to the planning and physical development of the City; and
- (b) Is so prepared that it may be adopted by the City Council as a basis for the physical development of the City.

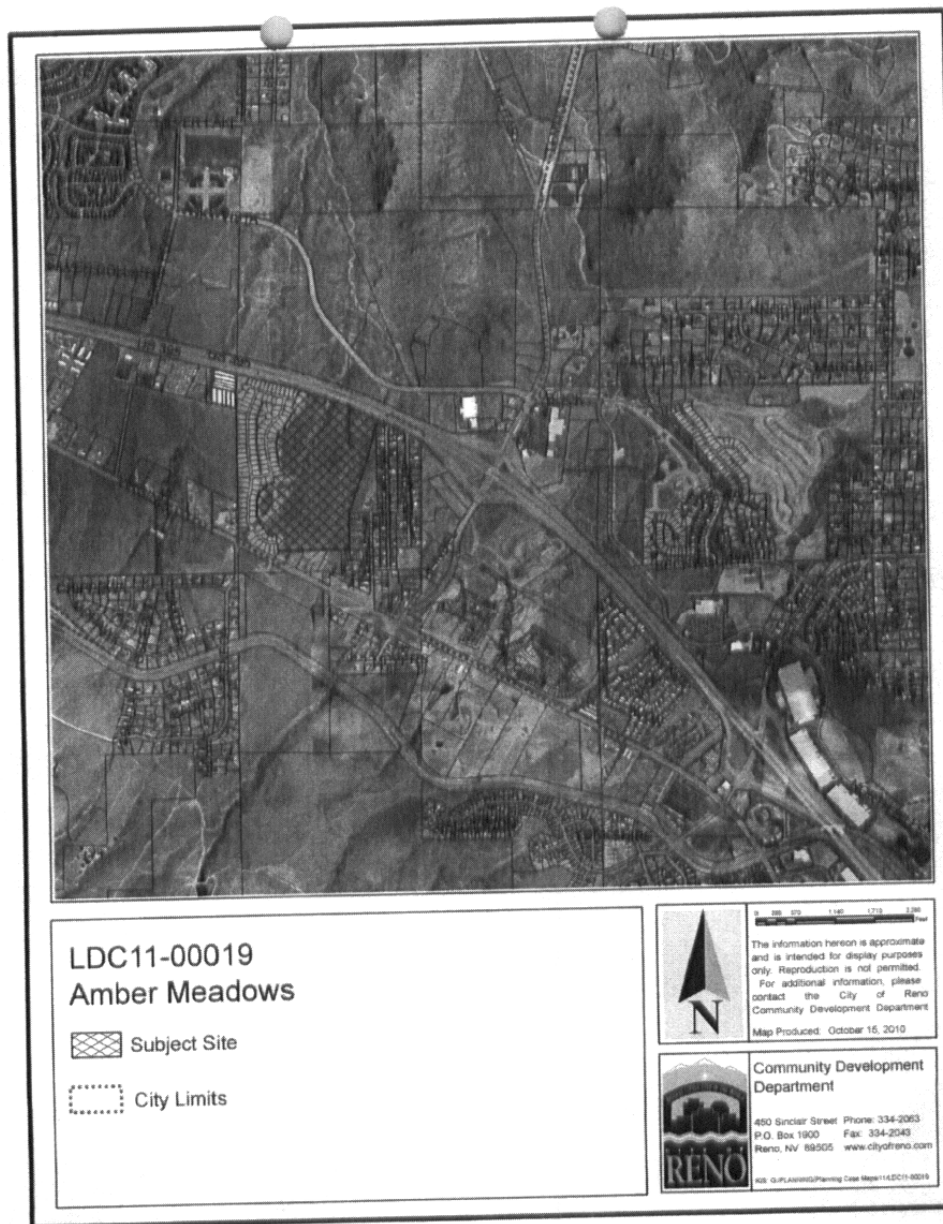
**For the City Council:**

- (a) As may be applied practically to the physical development of the City for a reasonable period next ensuing will:
  - 1. Serve as a pattern and guide for that kind of orderly physical growth and development of the City which will cause the least amount of natural resource impairment;
  - 2. Conform to the adopted population plan and ensure an adequate supply of housing, including affordable housing; and
  - 3. Form a basis for the efficient expenditure of funds relating to the subjects of the City of Reno Master Plan.

- (b) Master plan amendments shall not be in effect prior to the Truckee Meadows Regional Planning Commission finding the master plan amendments conform to the Truckee Meadows Regional Plan.

Staff: Cheryl Ryan, AICP, Senior Planner





**Amber Meadows Master Plan Amendment**

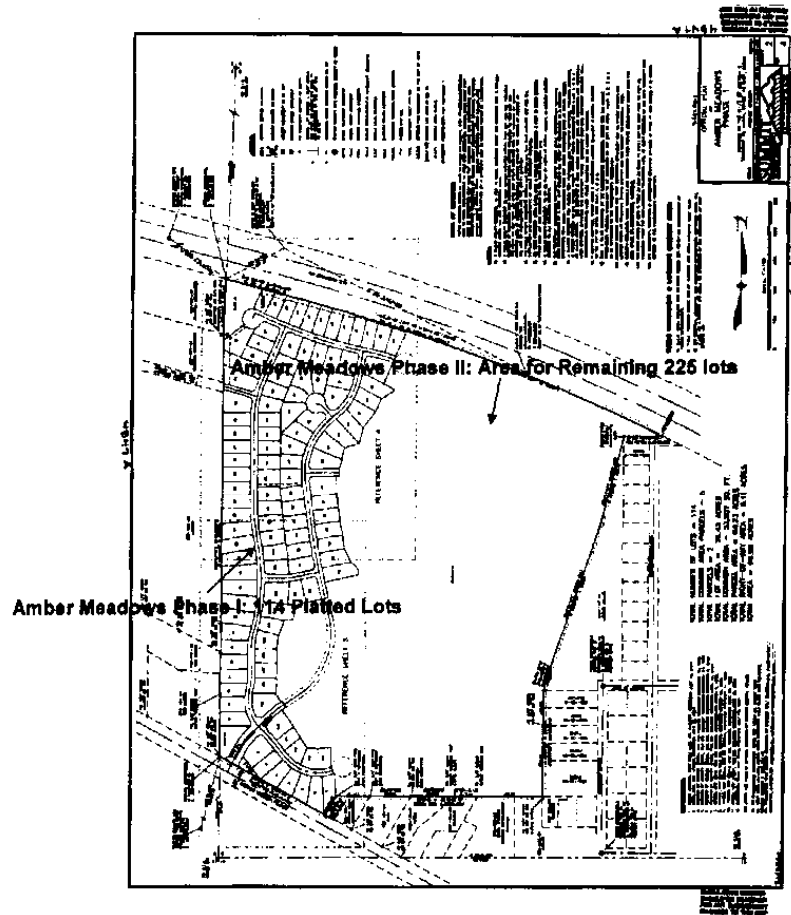
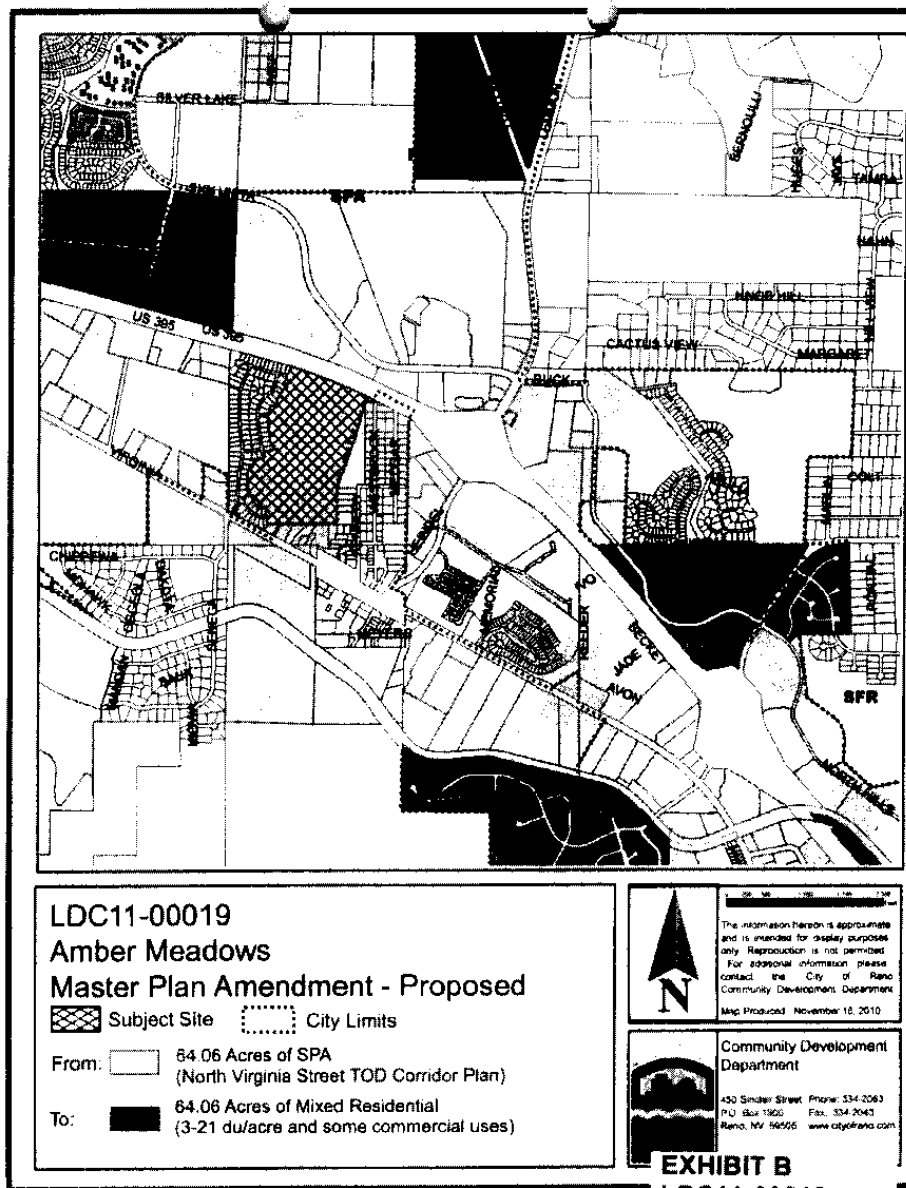


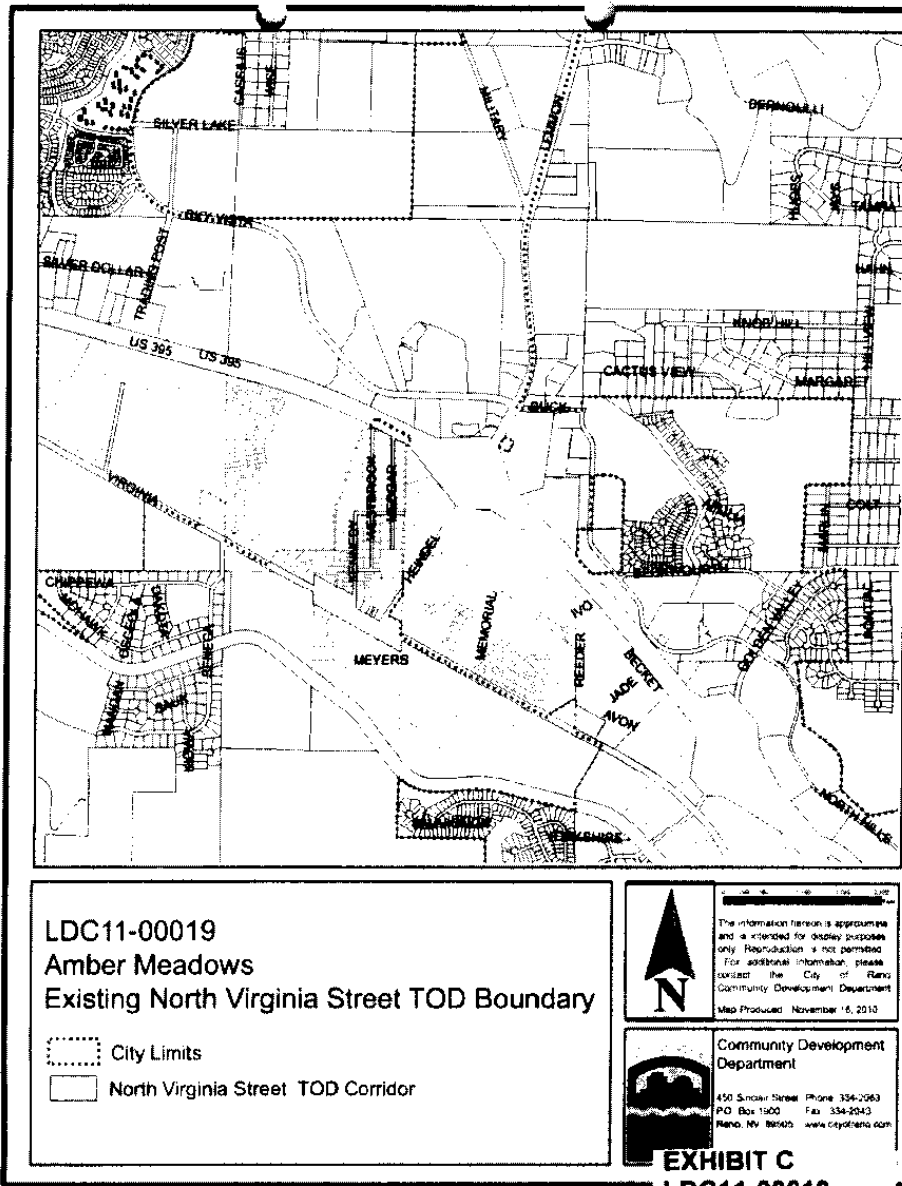
Figure 2: Amber Meadows Phase I: Final Map 4847

2

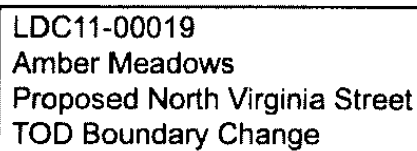
**EXHIBIT A**  
**LDC11-00019**  
**(Amber Meadows)**



**EXHIBIT B**  
**LDC11-00019**  
**(Amber Meadows)**







----- North Virginia Street TOD Boundary



The information herein is approximate and is intended for display purposes only. Reproduction is not permitted. For additional information please contact the City of Reno Community Development Department.

Map Produced: November 16, 2010

Community Development  
Department

450 Sinclair Road Phone: 334-2963  
P.O. Box 1500 Fax: 334-2943  
Reno, NV 89505 [www.dlychess.com](http://www.dlychess.com)

DOI: 10.1002/eqm2.1249



**From:** "Freund, Adrian" <afreund@washoecounty.us>  
**To:** <SMorton@summitnv.com>  
**Cc:** "Claudia Hanson" <hansonc@reno.gov>  
**Date:** 08/12/2010 11:00 AM  
**Subject:** FW: Amber Meadows Zone Change: APN 570-200-01

Steve:

Thanks for your courtesy e-mail and phone call regarding Amber Meadows. The County does not have a concern about the proposed master plan amendment and rezoning. I assume that the only issues will be with TMRPA as to reduction of density within the TOD Corridor.

Thanks again for letting us know.

Adrian Freund, FAICP, Director

Community Development

775-328-3606

**From:** Steve Morton [mailto:]  
**Sent:** Monday, August 09, 2010 2:11 PM  
**To:** Freund, Adrian  
**Subject:** Amber Meadows Zone Change: APN 570-200-01

Good afternoon Adrian,

I have a client who wants to re-entitle the Tentative Map for Amber Meadows within the City of Reno. It will consist of the remaining 225 Single Family lots. The Tentative Map was originally approved in January of 2006 and a final map for the first phase was recorded on January 2008 consisting of 114 lots. The property (APN 570-200-01) was zoned SF-6 in 2006 and 2008 within the Reno-Stead Corridor Joint Plan. However, the City recently overlaid the North Virginia Street TOD Corridor on the property. In order to entitle what was previously approved, I will need to do a Master Plan Amendment and Zone Change back to SF-6, effectively taking it out of the TOD.

I had a meeting with Claudia Hanson a couple of weeks ago to discuss the issue. She informed me of the fact

**EXHIBIT D  
LDC11-00019**

<http://192.168.0.12:2000/WorldClient.dll?Session=SGXILKV&View=Message&> **(Amber Meadows)**

that Washoe County recently took this property (APN 570-200-01) out of the Reno-Stead Corridor Joint Plan since it was within the City's TOD Corridor. She felt there might be issues with Washoe County if we propose to take it back to the original SF-6 zoning designation. The current infrastructure was designed and installed for the original approved project and the existing infrastructure will not accommodate 14 du/acre without extensive infrastructure re-design.

Claudia suggested that I discuss the issue with you, and then try to set up a meeting between Washoe County and the City of Reno to make sure Washoe County understands we are requesting to take the property out of the TOD Corridor and zone it back to the original SF-6 designation. Do you see any issues with us taking the property back to SF-6 now that it is out of the Reno-Stead Corridor Joint Plan? Please let me know when we can sit down and discuss any issues since we are hoping to submit to the City of Reno as soon as possible. Thanks Adrian

Sincerely,

Steven Morton

Planning Manager

Summit Engineering Corporation



5405 Mae Anne Avenue

Reno, NV 89523

775-747-8550

775-747-8559 fax  
[www.SummitInv.com](http://www.SummitInv.com)

CONFIDENTIALITY NOTICE: This E-mail is meant for the intended recipient only and may contain information that is confidential and/or privileged. If you received this email in error, please notify the sender immediately by return e-mail and delete this message from your system. Any unauthorized review, use, dissemination, distribution, or copying of this e-mail is

<http://192.168.0.12:2000/WorldClient.dll?Session=SGXILKV&View=Message&Number...> 8/16/2010



November 1, 2010

Gregory A. Upette  
10525 Peach Road  
Galeville, ID 83607

Subject: LDC11-00019 (Amber Meadows Master Plan Amendment)

Dear Gregory A. Upette:

According to the Washoe County Assessor's property you own is within 750 feet of a proposed Master Plan Amendment. On behalf of G.A.R. Amber Properties, LLC, Summit Engineering Corporation would like to invite you to participate in a neighborhood meeting for a Master Plan Amendment application going before the Planning Commission on December 1, 2010. This application will not affect the Master Plan or the zoning or future use of your property. The application is for the following: (1) A Master Plan Amendment from Special Planning Area North Virginia Street Transit Oriented Development Plan to Mixed Residential on approximately 64.66 acres. The 64.66 acre site is located approximately 1,280 feet northwest of the intersection of North Virginia Street and Mountain Drive. The Assessor's Parcel Number is 573-200-011.

The meeting will be held at the North Valley Regional Sports Complex's Grand Room (North Valley's Regional Park) at 8085 Silver Lake Road, Reno, Nevada 89506 on November 16, 2010 from 4:00 P.M. to 6:00 P.M. If you are unable to attend, let us have a business card mailed regarding the Master Plan Amendment project to our Engineering office at 2020 17th Street, Reno, NV 89502.

Sincerely,  
SUMMIT ENGINEERING CORPORATION

Steven E. Lee  
Gregory A. Upette

Summit Engineering Corporation  
2020 17th Street, Reno, NV 89502  
Phone: (775) 784-1111 Fax: (775) 784-1112

**EXHIBIT E**  
**LDC11-00019**  
**(Amber Meadows)**

November 16, 2010

Sign in Sheet for Amber Meadows Master Plan Amendment Neighborhood Meeting

1. Keith D. Carthon 280 Medgar Ave
2. Jennifer Budge - Alaska Army Parks
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.

*Cheryl Ryan, AICP, Senior Planner  
Community Development Department  
P. O. Box 1900  
Reno, NV 89505  
(775) 334-2577*

January 19, 2006

R & K Homes  
1755 E. Plumb Lane, Suite 200  
Reno, NV 89502

Subject: LDC06-00233 (Amber Meadows)  
APN No. 082-112-01

Dear Sir:

At the regular meeting of the Planning Commission on January 18, 2006, the Planning Commission approved your request for: (1) a tentative map to develop a 339 lot single-family residential subdivision; and (2) a special use permit to allow fills of 10 feet or more in height. The ±96.46 acre site is located south of US 395, north of North Virginia Street, ±1,500 feet west of the Kennedy Drive/North Virginia Street intersection in the SF6 (Single-Family Residential - 6,000 square feet) zoning district.

Your approved request is subject to the following conditions:

1. The project shall comply with all applicable City codes, plans, reports, materials, etc., as submitted. In the event of a conflict between said plans, reports, materials and City codes, City codes in effect at the time the building permit is applied for, shall prevail.
2. The applicant shall record the final maps in accordance with the time limit contained in state law or this approval shall be null and void. No more than four (4) maps shall be submitted for final recordation.
3. Potential buyers of any lot within this subdivision shall be verbally notified by the subdivision sales representative that this subdivision is adjacent to an industrial property. Also, all buyers of a lot or home within this subdivision shall be notified via title documents that an industrial zoning district abuts the subdivision's west property line. The notification shall provide information on the types of industrial uses and hours of operation allowed by the Development Code within the Industrial zoning district.
4. Prior to approval of the first final map, one additional street must be located between 650 and 800 feet north of the Poppywood Drive and Prairie Ridge Drive intersection to provide for greater connectivity of motorized vehicles within the proposed subdivision.
5. A minimum 15 foot wide public access easement shall be provided and pedestrian sidewalks having a minimum width of five (5) feet shall be installed between residential lots from the "T" intersection located on Thistle Ridge Drive to Poppywood Drive; from the "T" intersection located on Hessonite Drive to

**EXHIBIT F  
LDC11-00019  
(Amber Meadows)**

Prairie Ridge Drive; and from the cul-de-sac on Cherryvale Court to Timbervale Drive. The above required public access easements shall be landscaped to the satisfaction of the Community Development Department and installed by the developer. Fencing for residential lots abutting the easements shall consist of 4 foot opaque material with the top 2 feet open view material.

6. A minimum 20 foot wide public access easement shall be provided within the eastern drainageway for creation of a neighborhood pedestrian trail system. The trail system shall be constructed in such a manner so that it will provide safe, off-roadway access to the open space located within the project area. Detailed plans shall be submitted indicating the width, materials, and alignment of the trail which shall be to the satisfaction of the Community Development staff.
7. The rear yards of lots 1 – 25 (west perimeter lots) and lots 31 – 57 (north perimeter lots) shall not be less than 40 feet as measured from the rear exterior foundation wall of each residence to the rear property line.
8. An 8 foot tall masonry sound wall (measured from final grade) shall be constructed along the northern property line adjacent to Highway 395 for noise abatement. In addition, a 6 foot tall solid wood fence shall be constructed along the western property line to provide screening between the homes and the adjacent Industrial zoning district.
9. A minimum of two, 4 inch caliper evergreen trees shall be planted within the first 10 feet of the rear property line on every lot located along the western boundary line north of the proposed Knollwood Drive. The trees shall be installed by the developer as additional screening between the homes and the adjacent existing Industrial uses.
10. All landscaping proposed to be located in any common area, open space area/pedestrian trail system, front yard, or along any roadway shall be installed by the developer. Installation of the landscaping shall be completed prior to receiving the Certificate of Occupancy for the last 15 lots of each final map.
11. Prior to recordation of the first final map, a landscape maintenance association, homeowners association or equivalent, as approved by the City, shall be formed to provide long-term maintenance of the storm water detention area, common areas and landscape parkways.
12. The common and open space areas shall be deed restricted to prohibit future development other than for open space or recreational purposes.
13. Prior to recordation of the first final map, the applicant shall provide verification that Fire Department requirements have been reviewed and approved by Fire staff. Fire staff may require additional components to be incorporated into any phase of the development if deemed necessary to serve the project. Significant changes to the design of the proposed project in order to implement the Fire Department requirements may necessitate additional Planning Commission review.

14. Prior to approval of the first final map, the applicant shall revise the project plans to include a 20 foot wide easement for access to the detention pond for future service and maintenance purposes.
15. Prior to approval of the first final map, the applicant shall submit and have approved, a final hydrology report for the entire project area identifying the phasing of construction and ability of downstream facilities to handle the redirected flows. To prevent adverse impacts to Swan Lake, the final design shall take into account any identified needs to retain flows for the 100-year, 3-day storm so as not to increase the FEMA regulated water surface elevation.
16. Prior to approval of the first final map, the applicant shall submit and have approved a final sanitary sewer report that identifies the connectivity to a public sanitary sewer system, together with the approved construction plans for all off-site improvements required. Said report shall, at a minimum, analyze the ultimate service area to be provided through off-site connection to a public sanitary sewer system, inclusive of any increased sizing required, and shall provide evidence that all required easements have been obtained for construction and maintenance access.
17. The residential lot identified on the Tentative Map dated December 6, 2005 as lot #1 shall be modified to show the driveway access from Poppywood Drive rather than from Prairie Ridge Drive, which is the main access to the subdivision from North Virginia Street.
18. Prior to approval of the first final map, the applicant shall incorporate the recommended improvements, as referenced within the Traffic Study completed by Solaegui Engineers, Ltd., into the final construction plans.
19. The applicant shall submit improvement plans for Doubleback Road and shall demonstrate the right to use said roads for access, prior to approval of the first final map.
20. Prior to the issuance of any permit, the applicant shall submit and have approval of the construction staging and access plan for this development project.
21. Prior to the issuance of any permit, the applicant shall provide a blanket easement over all open drainage channels and detention ponds to Washoe County District Health Department for inspection and treatment activities, including avigation. Either paved vehicle access or walking path shall be constructed prior to issuance of a certificate of occupancy.
22. Landscaping improvements shall not block access to the open drainage channel for maintenance vehicles, which includes the need to spray for weed control.
23. Prior to the issuance of any permit, the applicant shall have an encroachment permit from N.D.O.T. for any facility encroaching upon the state right-of-way and for any drainage disposal on the state right-of-way.
24. A "will serve" letter will need to be obtained from Waste Management/Disposal Services



25. "Will serve" letters will also need to be obtained from the future water and sewer purveyors and shall be submitted to the City prior to recordation of the first final map.
26. To provide access to transit service, the applicant shall dedicate right-of-way and construct a concrete pad located adjacent to the project site, together with a 5 foot wide sidewalk connecting any bus stop directly to the internal pedestrian circulation system within the project area.

The decision of the Planning Commission may be appealed by completing an appeal form and filing it with the City Clerk and paying any fee within ten (10) days of the date of the meeting at which the decision was made. The City Clerk shall set the appeal for public hearing before the City Council and mail a notice of the hearing to the appellant and all others who were mailed a notice of the hearing of the Planning Commission. Appeals may be filed by any person who is aggrieved by the decision. The City Council may affirm, reverse, or modify the decision.

In the absence of an appeal, no building permit may be issued until this letter has been on file with the City Clerk for ten (10) days.

You must attach a copy of this letter to your application for a building/sign permit.

Sincerely,



Cheryl Ryan, AICP, Senior Planner  
Community Development Department

LDC06-00233 (Amber Meadows) OK-CAW

xc: Summit Engineering Corp  
Chris Baker  
5405 Mae Anne Avenue  
Reno, NV 89523

Camino Viejo Investments LLC  
W.E. Buck  
1090 Hunter Lake Drive, Suite A  
Reno, NV 89509

Lynette Jones, City Clerk  
Chris Robinson, P.E., Senior Civil Engineer  
Chris Mumm, Washoe County Tax Assessor  
Tonia Meyers, Management Assistant

**LDC11-00019 (Amber Meadows)** – *This is a request for a Master Plan Amendment from Special Planning Area/North Virginia Street Transit Oriented Development Corridor Plan to Mixed Residential (3 to 21 dwelling units per acre). The ±64.06 acre site is located ±1,280 feet northwest of the intersection of North Virginia Street and Lemmon Drive in the MU/NVTC (Mixed Use/North Virginia Street Transit Corridor Overlay Zoning District).*

Chair Weiske opened the public hearing.

Steve Morton – Summit Engineering, outlined the Master Plan amendment request and pointed out the location of the subject site on the map. The site was approved for Phase II of the Amber Meadows subdivision with 225 lots under its previous zoning district of SF6 (Single Family – 6,000 square foot lots). Mr. Morton explained that no final map had been recorded and that the tentative map had expired. Additionally, the property was taken out of the Reno Stead Corridor Joint Plan (RSCJP) put in the (North Virginia Street Transit Oriented Development) Plan (MU/NVTC). While the site kept the SPA designation, it was given the North Virginia Transit Corridor Overlay (NV/TOD). The SPA and MU/NVTC designations require a minimum of fourteen (14) dwelling units per acre. The requested change to re-designate the Master Plan designation from SPA to Mixed Residential (MR - 3 to 21 dwelling units per acre) will allow the applicant to request a zoning map amendment from MU/NVTC to the original SF6 district, allowing 3.5 dwelling units per acre. Mr. Morton noted that infrastructure was already in place for the less intense SF6 zoning and that if fourteen (14) dwelling units per acre are required, significant increases in infrastructure would have to be installed for traffic, sewer and water, as well as other infrastructure.

Cheryl Ryan – Senior Planner, concurred with Mr. Morton's testimony noting that, in staff's opinion, the Findings could be met. The primary characteristics supporting the request are that the land is surrounded by similar residential densities, and that the infrastructure has already been installed that serves 335 dwelling units in Phase I and II.

Hearing no one wishing to speak in favor of, or in opposition to the proposal, Chair Weiske closed the public hearing.

*It was moved by Commissioner Romeo, seconded by Commissioner Coffman, to adopt the amendment to the Reno Master Plan by resolution and recommend that the Reno City Council do the same in Case No. LDC11-00019 (Amber Meadows), subject to a Finding of Conformance with the Truckee Meadows Regional Plan. Commissioner Romeo stated he could make the applicable considerations. The motion carried: Commissioners Coffman, Haltom, Newberg, Romeo, Woosley and Chair Weiske assenting; and one position vacant.*

# STAFF REPORT

**To:** Mayor and City Council

Agenda Item: C.7

Date: **4-6-2011**

**Thru:** Kevin Knutson, Interim City Manager

C.7

**Subject : Staff Report: Approval of an Amendment to the Agreement with Charles P. Cockerill for Attorney Services for labor relations issues in an amount not to exceed \$150,000 (General Fund).**

**This item was continued from the March, 23, 2011 City Council meeting.**

**From:** Renée Runġis, Director of Human Resources

**Summary:** Staff recommends Council approval of an amendment to the agreement for attorney services with Charles P. Cockerill for legal advice, analysis and arbitration preparation on labor relations, collective bargaining, grievance and employee discipline issues, to increase the maximum amount to \$150,000, to extend the term of the agreement to June 30, 2011, and authorization for the Mayor to execute the amendment.

**Previous Council Action:** Council approved an eight month contract in May, 2010 for an amount not to exceed \$50,000, and an amendment in December, 2010, to extend the term of the Agreement to May 31, 2011, and to increase the maximum sum payable to an amount not to exceed \$100,000.

**Discussion:** The City has collective bargaining agreements with ten bargaining groups. All ten collective bargaining agreements are in negotiations for the 2011-2012 fiscal year.

From time to time various complex collective bargaining, grievance and employee discipline issues arise related to those agreements requiring advice, analysis, and arbitration preparation by an attorney who specializes in labor law. Mr. Cockerill provides such in-depth advice and analysis, preparation, and presentation of cases and has been in private practice specializing in labor law since 1992.

Since 2002 Mr. Cockerill has represented the City in 32 arbitration cases. In 18 of those cases the arbitrator decided in favor of the City. Three were split decisions, nine were in favor of the Union, and one decision is pending. He has represented the cities of Sparks, Ely, Carson City, Fernley, Yerington as well as many Nevada School Districts and Special Districts.

For the past year Mr. Cockerill has represented the City in negotiations with the International Association of Fire Fighters (IAFF) Local 731. This process is extending into fact finding pursuant to NRS 288. In addition, Mr. Cockerill has also been the City's representative in the negotiations with the Reno Fire Administrators' Association (RFDAA) and that process is proceeding to fact finding under NRS 288.

The amount paid to date is approximately \$90,000. Staff anticipates that due to the workload of the labor negotiations and the scheduled arbitration that the charges will exceed \$100,000 prior to May 31, 2011. Since additional services are expected to be required beyond the current expiration date of May 31, 2011, an extension of the agreement to June 30, 2011 is requested.

**Financial Implications:** The total cost of this contract will not exceed \$150,000. Funds for this cost have been budgeted in the FY 2010/11 budget.

**Legal Implications:** The City Charter Section 3.070, Employment of Special Counsel states: The Council may by six-sevenths vote, employ attorneys to perform any civil duty of the City Attorney. Such attorneys are responsible only to the City Council, and the City Attorney shall have no responsibility or authority concerning the subject matter of such employment.

**Recommendation:** Staff recommends Council approval of an amendment to the agreement for attorney services with Charles P. Cockerill for legal advice, analysis and arbitration preparation on labor relations, collective bargaining, grievance and employee discipline issues to increase the maximum amount to \$150,000 and extend the term of the agreement to June 30, 2011, and authorization for the Mayor to execute the amendment.

**Proposed Motion:** I move to approve the staff recommendation.

## AMENDMENT TO AGREEMENT FOR ATTORNEY SERVICES

This AMENDMENT, made this 6th day of April, 2011, by and between Charles Cockerill and the CITY OF RENO.

### RECITALS

WHEREAS, the City of Reno and Charles Cockerill entered into an Agreement For Attorney Services dated May 1, 2010,( the “Agreement”); and

WHEREAS, the parties approved an amendment to the Agreement dated December 1, 2010, that extended the term of the Agreement to May 31, 2011, and increased the maximum sum payable to an amount not to exceed \$100,000; and

WHEREAS the parties desire to further amend certain terms of the Agreement;

Now, THEREFORE, based upon the foregoing recitals, the City of Reno and Charles Cockerill agree that the Agreement shall be further amended as follows:

1. Paragraph 1.0 of the Agreement shall be amended to state as follows:

1.0 Term: This Agreement shall be effective as of May 1, 2010 and shall continue until June 30, 2011. Attorney will begin work upon execution of this Agreement, will proceed diligently, and complete the services set forth in this Agreement in a timely manner.

2. Paragraph 3.0 of the Agreement shall be amended to state as follows:

3.0 Fees: In consideration for the services to be performed by Attorney, City agrees to pay Attorney professional fees in the amount of Two Hundred Dollars (\$200.00) per hour, including all material costs, not to exceed One Hundred Fifty thousand Dollars (\$150,000.00).

///

///

///

///

///

All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the City of Reno has caused the foregoing agreement to be executed by its officer hereunto duly authorized and Charles Cockerill has subscribed the same, all on the day and year first above written.

CITY OF RENO, NEVADA

ATTEST:

By: \_\_\_\_\_  
Robert A. Cashell, Sr., Mayor

\_\_\_\_\_  
Reno City Clerk

CHARLES COCKERILL

\_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Don Christensen, Deputy City Attorney

# PLANNING COMMISSION REPORT

**To:** Mayor and City Council

Agenda Item: F.1

Date: **4-6-2011**

**Thru:** Kevin Knutson, Interim City Manager

F.1

**Subject : Staff Report: Case No. LDC11-00038 (Southeast Neighborhood Plan/Pioneer Parkway Holding Co.) Request for a Master Plan amendment from: a) four parcels totaling ±11.3 acres of "Commercial Area" to "Planned Development Area - Pioneer Parkway Holding Company"; and b) a portion of an easement totaling .24 acres of "Planned Development Area" to "Planned Development Area - Pioneer Parkway Holding Company". The ±11.54 acres consist of: 1) three parcels and a portion of an easement located at the southeast corner of the intersection of Old Virginia Road and Sutherland Lane; and 2) one parcel that is located ±1,288 feet to the northeast of the intersection of South Virginia Street and Geiger Grade Road. [Ward 2]**

**F.1.1 Resolution No. Case No. LDC11-00038 (Southeast Neighborhood Plan/Pioneer Parkway Holding Co.) Resolution to amend Resolution No. 5673 by adopting a change to the Land Use and Southeast Neighborhood Plan elements of the Reno Master Plan as approved in Case No. LDC11-00038. [Ward 2]**

**From:** Nathan Gilbert, AICP, Associate Planner, Community Development

**Summary:** This is a request for a Master Plan amendment from: a) four parcels totaling ±11.3 acres of “Commercial Area” to “Planned Development Area – Pioneer Parkway Holding Company”; and b) a portion of an easement totaling .24 acres of “Planned Development Area” to “Planned Development Area – Pioneer Parkway Holding Company”. The ±11.54 acres consist of: 1) three parcels and a portion of an easement located at the southeast corner of the intersection of Old Virginia Road and Sutherland Lane; and 2) one parcel that is located ±1,288 feet to the northeast of the intersection of South Virginia Street and Geiger Grade Road.

The Planning Commission recommends City Council approval of the requested Master Plan amendment by resolution.

**Discussion:** At the March 2, 2011 Planning Commission public hearing, the applicant’s representative, Melissa Lindell (Wood Rogers), provided an overview of the proposal and stated that she agreed with staff’s recommendation. No one else spoke for or against the proposal. Staff concurred with the presentation and noted that the applicant’s intention to slightly modify plan boundaries on ± 8,000 square feet would not affect the Master Plan amendment or the required public noticing.

**Advisory Commission Vote:** Seven in favor; none opposed.

**Recommendation:** The Planning Commission recommends Council approval of the requested Master Plan amendment by resolution, subject to a finding of conformance by the Truckee Meadows Regional Planning Commission.

**Proposed Motion:** I move to uphold the recommendation of the Planning Commission.

**Master Plan Amendment**

I move to adopt Resolution No. \_\_\_\_\_.



RESOLUTION NO. \_\_\_\_\_

INTRODUCED BY \_\_\_\_\_

A RESOLUTION TO AMEND RESOLUTION NO. 5673 BY  
ADOPTING A CHANGE TO THE LAND USE AND SOUTHEAST  
NEIGHBORHOOD PLAN ELEMENTS OF THE RENO MASTER  
PLAN AS APPROVED IN CASE NO. LDC11-00038.

WHEREAS, the Reno City Council, on November 9, 1999, approved Resolution No. 5673,  
adopting the Reno Master Plan; and

WHEREAS, the Reno City Planning Commission, on March 2, 2011, approved Resolution No.  
01-11, adopting amendments to the Land Use and Southeast Neighborhood Plan elements of the Reno  
Master Plan by changing the land use designation for Case No. LDC11-00038 (Southeast Neighborhood  
Plan/Pioneer Pkwy Holding Co.) from “Commercial Area” to “Planned Development Area – Pioneer  
Parkway Holding Company” and from “Planned Development Area” to “Planned Development Area –  
Pioneer Parkway Holding Company” (Exhibit A);

WHEREAS, the Reno City Council, on April 6, 2011, upheld the recommendation of the City  
Planning Commission and referred the amendments to the Regional Planning Commission for  
conformance review with the Truckee Meadows Regional Plan;

NOW, THEREFORE, BE IT RESOLVED by the Reno City Council that Resolution No. 5673 be  
amended by changing the land use designation for Case No. LDC11-00038 (Southeast Neighborhood  
Plan/Pioneer Pkwy Holding Co.) from “Commercial Area” to “Planned Development Area – Pioneer  
Parkway Holding Company” and from “Planned Development Area” to “Planned Development Area –  
Pioneer Parkway Holding Company” as shown on Exhibit A.

Upon motion of Councilmember \_\_\_\_\_, seconded by  
Councilmember \_\_\_\_\_, the foregoing Resolution was passed and  
adopted by the following vote of the Council:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

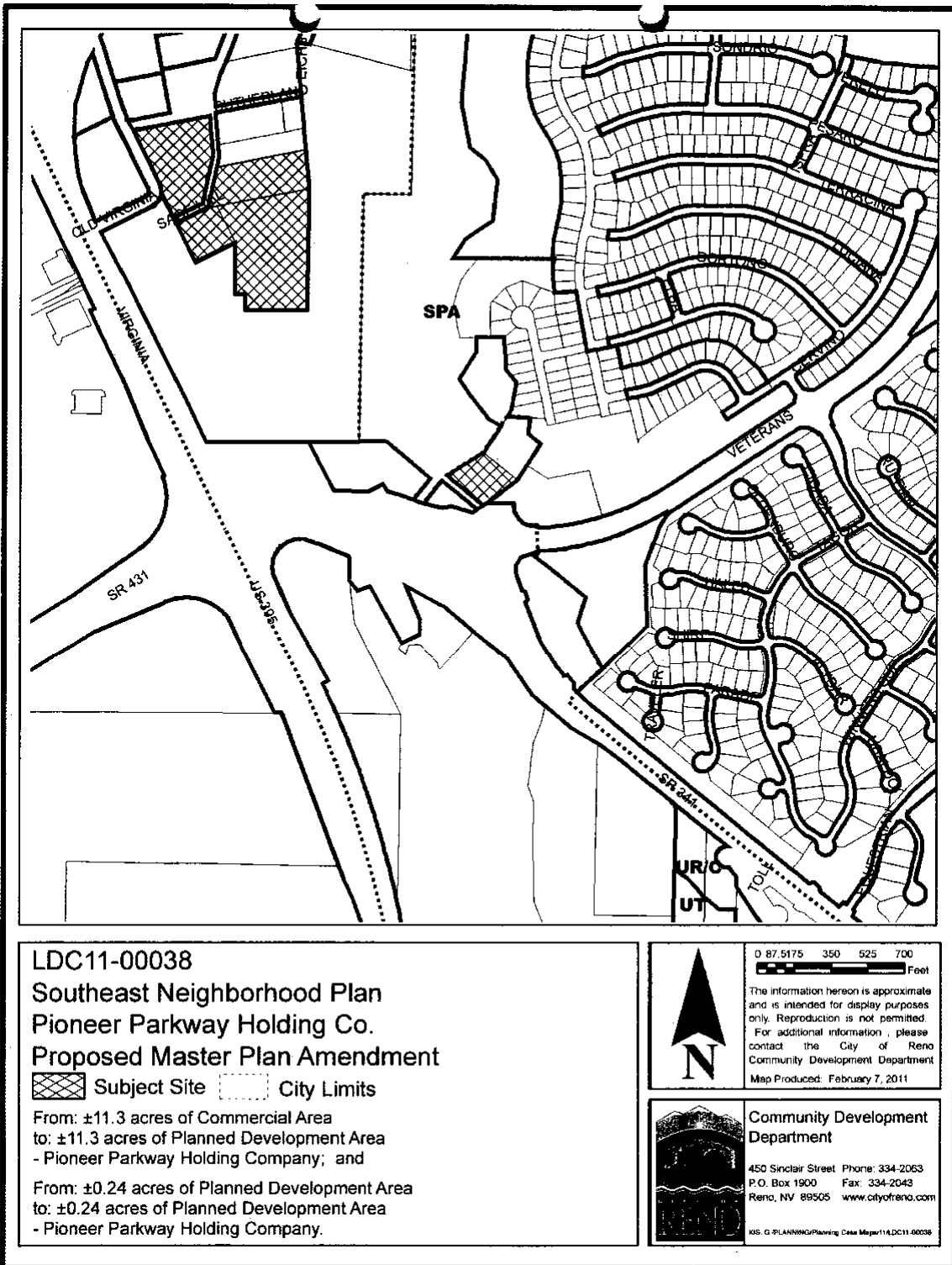
APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

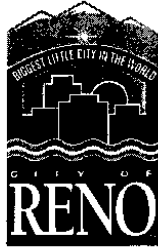
This resolution will become effective upon a determination of conformance by the Regional Planning  
Commission.

\_\_\_\_\_  
MAYOR OF THE CITY OF RENO

ATTEST:

\_\_\_\_\_  
CITY CLERK AND CLERK OF THE CITY  
COUNCIL OF THE CITY OF RENO, NEVADA  
LDC11-00038 (SENP-Pioneer Pkwy Holding Co) - 5673 - NJG.doc





**CITY OF RENO**  
**Planning Commission**  
March 2, 2011  
Staff Report

Agenda #

LX-5

Ward #

2

**CASE NO.:** LDC11-00038 (Southeast Neighborhood Plan/Pioneer Pkwy Holding Co)

**APPLICANT:** Pioneer Parkway Holding Company, LLC

**APN NUMBER:** 016-411-01, 02 and 15; and 143-040-03

**REQUEST:** This is a request for a Master Plan amendment from: a) four parcels totaling  $\pm 11.3$  acres of "Commercial Area" to "Planned Development Area – Pioneer Parkway Holding Company"; and b) a portion of an easement totaling .24 acres of "Planned Development" to "Planned Development Area – Pioneer Parkway Holding Company".

**LOCATION:** The  $\pm 11.54$  acres consist of: 1) three parcels and a portion of an easement located at the southeast corner of the intersection of Old Virginia Road and Sutherland Lane; and 2) one parcel that is located  $\pm 1,288$  feet to the northeast of the intersection of South Virginia Street and Geiger Grade Road.

**PROPOSED MOTION:** Based upon compliance with the applicable considerations, I move to adopt the amendment to the Master Plan by resolution and recommend City Council do the same, subject to conformance review by the Regional Planning Agency.

**BACKGROUND:** The Southeast Neighborhood Plan (SENP) was adopted in June of 2008 and specifically identifies the Pioneer Parkway Holding Company Handbook (Pioneer Parkway PUD) as one of four Planned Unit Developments (PUD's) appropriate for the area. The City Council adopted the Pioneer Parkway PUD in December of 2008, which covers  $\pm 97.8$  acres of the SENP area. The property owner has since acquired an additional  $\pm 11.5$  acres of adjacent land and intends to incorporate these parcels into the existing PUD so that all properties under the same ownership can be developed under the same standards. A Master Plan amendment is the first step required in this process. Consistent with City policy, the applicant has also applied for annexation of the entire Pioneer Parkway PUD area through case ANX11-00002, which is scheduled for the February 23, 2011 City Council public hearing.

**ANALYSIS:**

Land Use Compatibility: Land uses surrounding the subject parcels include several large lot single family residences, undeveloped land and a Washoe County School District property (the old Brown Elementary School site). Surrounding SENP sub-land use designations are identified as Planned Development, Commercial, or Open Space/Parks/Recreation. The residential and commercial densities and uses anticipated with this Master Plan amendment are consistent with and are an extension of the surrounding planned land uses. Table 1 below illustrates the range of compatible zoning designations in the existing Commercial Area sub-land use designation and that within the proposed.

**Table 1**

<b>Southeast Neighborhood Plan Land Use Designations</b>	<b>Conforming Zoning Districts</b>
Commercial Area	MF14 (Multifamily – 14 dwelling units/acre), MF21 (Multifamily – 21 dwelling units/acre), MF30 (Multifamily – 30 dwelling units/acre), PO (Professional Office), GO (General Office), NC (Neighborhood Commercial), CC (Community Commercial), PF (Public Facility), and OS (Open Space)
Planned Development Area – Pioneer Parkway Holding Company PUD	PUD (Planned Unit Development) – Pioneer Parkway Holding Company PUD

Master Plan Amendment: The applicant is requesting an amendment from the Special Planning Area – Southeast Neighborhood Plan – Commercial Area land use designation to Special Planning Area – Southeast Neighborhood Plan – Planned Development/Pioneer Parkway Holding Company to which the anticipated PUD is the only zoning conforming zoning district.

In order to approve a Master Plan amendment, the following five considerations must be adequately addressed to determine if the proposed changes are consistent with the City of Reno City-wide Plan.

**1) Whether change has occurred in the area and in the conditions on or surrounding the site which justifies the proposed Master Plan amendment.**

The requested change appears logical since the Pioneer Parkway Holding Company has acquired the subject properties after the adoption of the SENP and the Pioneer Parkway PUD and wish to develop under comprehensive standards.

**2) Whether the proposed density and intensity is compatible with surrounding properties.**

The subject properties are already designated for commercial development within the SENP and zoned CC (Community Commercial). These designations allow for a variety of land uses at relatively high densities. By including them in the Planned Development – Pioneer Parkway sub-land use designation, they will be able to be included in the Pioneer Parkway PUD and ensure consistent design standards that are more compatible to surrounding land uses than the existing Commercial Area sub-land use designation.

**3) Whether this request promotes orderly growth that fosters safe convenient and walkable neighborhoods.**

The change in land use designation will enable the adoption of the Pioneer Parkway PUD zoning designation on the subject sites that will provide a more cohesive mix of compatible, pedestrian oriented uses and design standards than the existing Commercial Area sub-land use designation and associated zoning.

**4) Whether adequate transportation, recreation, utilities and other facilities can be provided to accommodate the proposed densities.**

Adequate transportation, recreation, utility and other facilities to accommodate development were addressed with the adoption of the Southeast Neighborhood Plan in 2008. Staff believes that the incorporation of the subject parcels into the Planned Development sub-land use designation will enhance area infrastructure through more comprehensive land use planning.

**5) Whether the proposed change is in substantial conformance with the goals and policies of the Master Plan.**

As proposed, the project is consistent with the following Master Plan policies:

- CD-3      The City should encourage PUD zoning, flexible lot sizes and clustering when they provide open space, protect sensitive environmental resources and scenic vistas.
- CD-4      The City should encourage cluster development when the resulting open space protects significant environmental or cultural resources, provides a continuous and usable open space corridor or links existing and/or proposed open space or parks.
- CD-20     City streets should be designed to include a landscaped parkway strip between the curb and sidewalk, except in cases where a sidewalk is deemed to be inappropriate. Landscaped parkways may be plants or decorative hardscape.

- CD-34      Mixed and multiple uses should be encouraged throughout Reno. These developments, whether large or small, should promote walkable neighborhoods with services, housing, employment and transit in close proximity to one another.
- BD-1      Development density, building mass, and architectural details—should be sensitive to the context, scale and texture of surrounding development patterns and structures.
- SD-1      Design of neighborhood commercial centers should be sensitive to adjacent residential areas.
- SD-2      Commercial centers should incorporate compatible architecture, color, signs and landscaping.
- SD-19      The City should discourage commercial developments with numerous curb cuts, contrasting building styles and color, competing signs and disparate landscape treatment.
- SD-20      The City should utilize site selection, design, landscaping and buffers to provide an appropriate setting for all neighborhood and regional parks free from excessive noise, dust, fumes or traffic, and separated or screened from incompatible land uses.

General Code Compliance: Code compliance issues will be addressed during review of the PUD and subsequent tentative maps and/or building permits.

Other Reviewing Bodies: Comments received from other agencies were not applicable to the Master Plan amendment and will be addressed during review of the PUD zoning map and / or subsequent tentative maps and building permits. Information on this case was forwarded to the Washoe County Community Development Department per RMC 18.08.404 (d)(2) "Master Plan Amendments Within the Cooperative Planning Areas" and no comments were received.

Neighborhood Advisory Board: This project was reviewed by the Ward 2 South Neighborhood Advisory Board on February 7, 2011. A copy of their comments is attached to this report (**Exhibit A**).

Neighborhood Meeting: A neighborhood meeting was noticed and held by the applicant's representative on February 15, 2011, which satisfies the neighborhood meeting requirement for Master Plan amendments contained in NRS 278.210 2(a)-(d) (**Exhibit B**).

<b>AREA DESCRIPTION</b>			
	<b>LAND USE</b>	<b>MASTER PLAN DESIGNATION</b>	<b>ZONING</b>
<b>NORTH</b>	Undeveloped land / scattered single family residences	SPA-Southeast Neighborhood Plan – Planned Development Area	PUD – Damonte Ranch Residential / CC, SENP OV
<b>SOUTH</b>	Undeveloped land	SPA-Southeast Neighborhood Plan – Planned Development Area	PUD – Pioneer Parkway Holding Company
<b>EAST</b>	Undeveloped land	SPA-Southeast Neighborhood Plan – Planned Development Area	PUD – Pioneer Parkway Holding Company
<b>WEST</b>	Undeveloped land / Old Washoe County School Site	SPA-Southeast Neighborhood Plan – Planned Development Area / Open Space, Parks and Recreation	PF / PUD – Pioneer Parkway Holding Company

**LEGAL REQUIREMENTS:**

RMC 18.05 Master Plan Amendments

**MASTER PLAN CONSIDERATIONS:**

**For the Planning Commission:**

- (a) Bears relation to the planning and physical development of the City; and
- (b) Is so prepared that it may be adopted by the City Council as a basis for the physical development of the City.

**For the City Council:**

- (a) As may be applied practically to the physical development of the City for a reasonable period next ensuing will:
  - 1. Serve as a pattern and guide for that kind of orderly physical growth and development of the City which will cause the least amount of natural resource impairment;

2. Conform to the adopted population plan and ensure an adequate supply of housing, including affordable housing; and
  3. Form a basis for the efficient expenditure of funds relating to the subjects of the City of Reno Master Plan.
- (b) Master plan amendments shall not be in effect prior to the Truckee Meadows Regional Planning Commission finding the master plan amendments conform to the Truckee Meadows Regional Plan.


Staff: Nathan Gilbert, AICP, Associate Planner





**LDC11-00038**  
**Southeast Neighborhood Plan**  
**Pioneer Parkway Holding Co.**

-  Subject Site
-  City Limits



0 87.5175 350 525 700 Feet

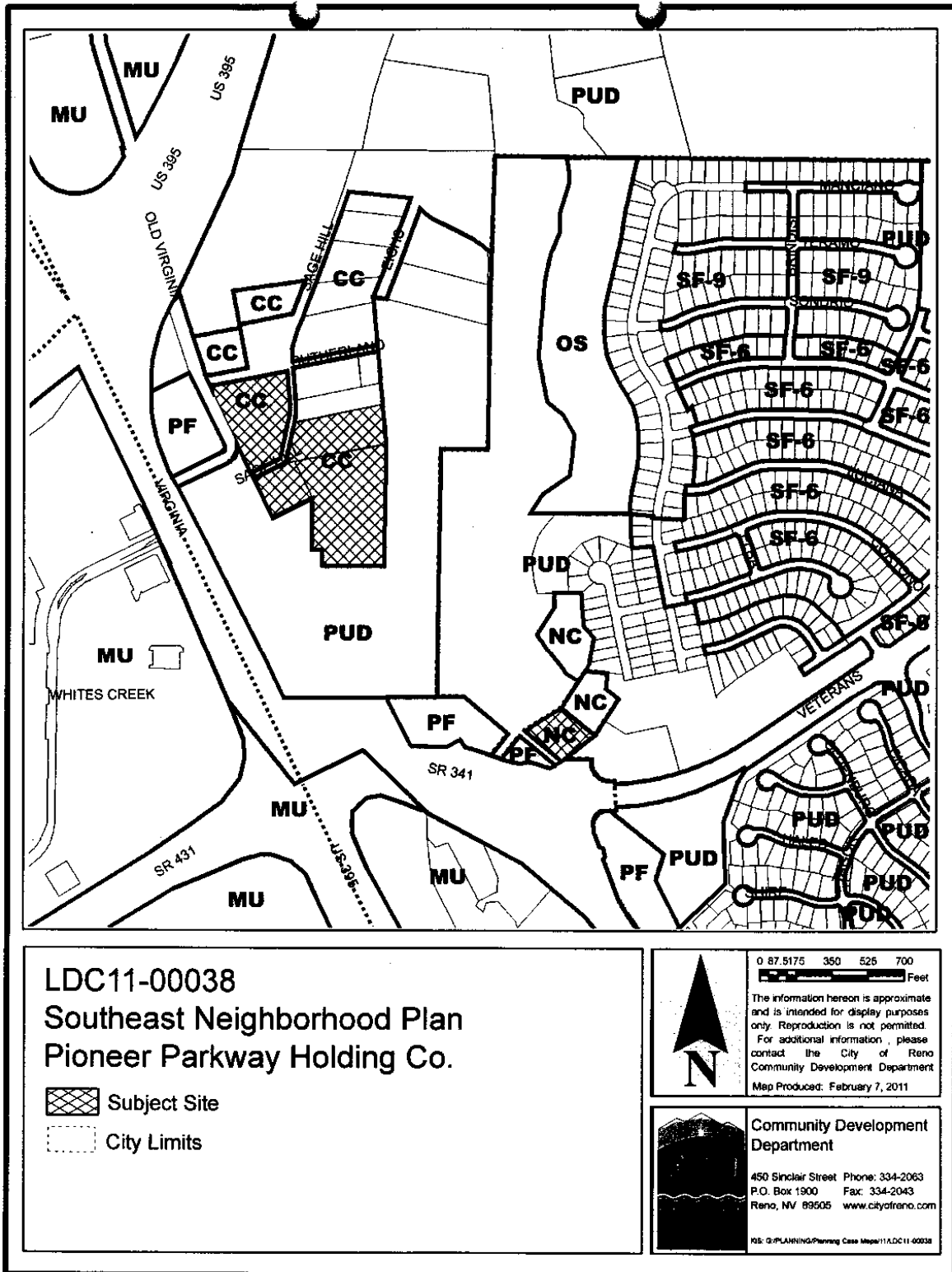
The information hereon is approximate and is intended for display purposes only. Reproduction is not permitted. For additional information, please contact the City of Reno Community Development Department. Map Produced: February 7, 2011



**Community Development Department**

450 Sinclair Street Phone: 334-2063  
 P.O. Box 1900 Fax: 334-2043  
 Reno, NV 89505 [www.cityofreno.com](http://www.cityofreno.com)

K15: G:\PLANNING\Planning Case Maps\11\LDC11-00038





LDC11-00038

Southeast Neighborhood Plan

Pioneer Parkway Holding Co.

Proposed Master Plan Amendment

 Subject Site  City Limits

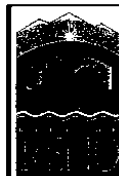
From: ±11.3 acres of Commercial Area  
to: ±11.3 acres of Planned Development Area  
- Pioneer Parkway Holding Company; and

From: ±0.24 acres of Planned Development Area  
to: ±0.24 acres of Planned Development Area  
- Pioneer Parkway Holding Company.



0 87.5 175 350 525 700 Feet

The information hereon is approximate and is intended for display purposes only. Reproduction is not permitted. For additional information, please contact the City of Reno Community Development Department. Map Produced February 7, 2011



Community Development Department

450 Sinclair Street Phone: 334-2063  
P.O. Box 1900 Fax: 334-2043  
Reno, NV 89505 www.cityofreno.com

K/S G/PLANNING/Planning Case Maps/LDC11-00038

**PROJECT REVIEW FORM**  
**WARD 2 SOUTH**  
Neighborhood Advisory Board

**EXHIBIT A**

Case No. LDC11-00038

Date: February 7, 2011

Case Name: Southeast Neighborhood Plan/Pioneer Parkway Holding Company

Case Planner: Cheryl Ryan

NAB Member Name: Jeri Weller

Community Liaison: Barbara DiCianno

**NAB COMMENTS:**

*No problem with annexing all 11.54 acres & no problem with changing to Planned PD on area proposed.*

Issues/Concerns: The "sample issues" box below may be used as a guide during the project review process.

**SAMPLE ISSUES:**

<i>Auto &amp; Pedestrian Access</i>	<i>Public/Fire Safety</i>	<i>Architecture</i>	<i>School Impact</i>
<i>Neighborhood Compatibility</i>	<i>Traffic</i>	<i>Building Height</i>	<i>Pollution</i>
<i>Intensity/Density</i>	<i>Signage</i>	<i>Landscaping</i>	<i>Privacy</i>
<i>Good Location</i>	<i>Lighting</i>	<i>Environmental Concerns</i>	

Suggested modifications to the proposal to address NAB concerns:

---

---

---

---

---

---

---

---

*Jeri Weller*  
\_\_\_\_\_  
NAB Member Signature



**PROJECT REVIEW FORM**  
**WARD 2 SOUTH**  
 Neighborhood Advisory Board

Case No. LDC11-00038

Date: February 7, 2011

Case Name: Southeast Neighborhood Plan/Pioneer Parkway Holding Company

Case Planner: Cheryl Ryan

NAB Member Name: \_\_\_\_\_

Billy Howard

Community Liaison: Barbara DiCianno

NAB COMMENTS:

With residential expansion one worries about  
residential housing values plummeting further.  
Otherwise, sounds like a good idea for that area.

Issues/Concerns: The "sample issues" box below may be used as a guide during the project review process.

SAMPLE ISSUES:

<i>Auto &amp; Pedestrian Access</i>	<i>Public/Fire Safety</i>	<i>Architecture</i>	<i>School Impact</i>
<i>Neighborhood Compatibility</i>	<i>Traffic</i>	<i>Building Height</i>	<i>Pollution</i>
<i>Intensity/Density</i>	<i>Signage</i>	<i>Landscaping</i>	<i>Privacy</i>
<i>Good Location</i>	<i>Lighting</i>	<i>Environmental Concerns</i>	

Suggested modifications to the proposal to address NAB concerns:

---

---

---

---

---

---

---

---

*[Signature]*

NAB Member Signature



**PROJECT REVIEW FORM**  
**WARD 2 SOUTH**  
Neighborhood Advisory Board

Case No. LDC11-00038

Date: February 7, 2011

Case Name: Southeast Neighborhood Plan/Pioneer Parkway Holding Company

Case Planner: Cheryl Ryan

NAB Member Name: JOSTLIP

Community Liaison: Barbara DiCianno

NAB COMMENTS:

Make sense to have all projects under same rules + reg.

I only want to make sure there are no additional city  
costs to annexation.

JB

Issues/Concerns: The "sample issues" box below may be used as a guide during the project review process.

SAMPLE ISSUES:

<i>Auto &amp; Pedestrian Access</i>	<i>Public/Fire Safety</i>	<i>Architecture</i>	<i>School Impact</i>
<i>Neighborhood Compatibility</i>	<i>Traffic</i>	<i>Building Height</i>	<i>Pollution</i>
<i>Intensity/Density</i>	<i>Signage</i>	<i>Landscaping</i>	<i>Privacy</i>
<i>Good Location</i>	<i>Lighting</i>	<i>Environmental Concerns</i>	

Suggested modifications to the proposal to address NAB concerns:

---

---

---

---

---

---

---

---



\_\_\_\_\_  
NAB Member Signature

**PROJECT REVIEW FORM**  
**WARD 2 SOUTH**  
Neighborhood Advisory Board

Case No. LDC11-00038

Date: February 7, 2011

Case Name: Southeast Neighborhood Plan/Pioneer Parkway Holding Company

Case Planner: Cheryl Ryan

NAB Member Name: John Seymour

Community Liaison: Barbara DiCianno

NAB COMMENTS:

See No Reason Not to move forward, with  
the annexation of this development

Issues/Concerns: The "sample issues" box below may be used as a guide during the project review process.

SAMPLE ISSUES:

<i>Auto &amp; Pedestrian Access</i>	<i>Public/Fire Safety</i>	<i>Architecture</i>	<i>School Impact</i>
<i>Neighborhood Compatibility</i>	<i>Traffic</i>	<i>Building Height</i>	<i>Pollution</i>
<i>Intensity/Density</i>	<i>Signage</i>	<i>Landscaping</i>	<i>Privacy</i>
<i>Good Location</i>	<i>Lighting</i>	<i>Environmental Concerns</i>	

Suggested modifications to the proposal to address NAB concerns:



John Seymour  
NAB Member Signature

**PROJECT REVIEW FORM**  
**WARD 2 SOUTH**  
Neighborhood Advisory Board

Case No. LDC11-00038

Date: February 7, 2011

Case Name: Southeast Neighborhood Plan/Pioneer Parkway Holding Company

Case Planner: Cheryl Ryan

NAB Member Name: DAVID KITCHEN

Community Liaison: Barbara DiCianno

NAB COMMENTS:

MASTER PLAN AMENDMENT AND ANNEXATION -  
I AM IN SUPPORT OF THE ANNEXATION AND MASTER PLAN  
FOR THE SUBJECT PROPERTIES. THIS WILL PROVIDE  
A COMPREHENSIVE DEVELOPMENT PLAN IN THIS AREA.

Issues/Concerns: The "sample issues" box below may be used as a guide during the project review process.

SAMPLE ISSUES:

<i>Auto &amp; Pedestrian Access</i>	<i>Public/Fire Safety</i>	<i>Architecture</i>	<i>School Impact</i>
<i>Neighborhood Compatibility</i>	<i>Traffic</i>	<i>Building Height</i>	<i>Pollution</i>
<i>Intensity/Density</i>	<i>Signage</i>	<i>Landscaping</i>	<i>Privacy</i>
<i>Good Location</i>	<i>Lighting</i>	<i>Environmental Concerns</i>	

Suggested modifications to the proposal to address NAB concerns:

---

---

---

---

---

---

---

---



  
\_\_\_\_\_  
NAB Member Signature





EXHIBIT B

February 3, 2011

Dear Neighbor:

You are invited to an informational meeting to discuss a proposed master plan amendment application that has been submitted to the City of Reno within 750 feet of your property located in the Southeast Neighborhood Planning Area. The meeting will take place on February 15, 2011 from 5:30 p.m. to 6:30 p.m. at the offices of Wood Rodgers, Inc. located at 5440 Reno Corporate Drive.

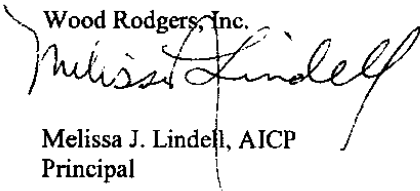
As shown on the enclosed exhibit, Pioneer Parkway Holding Company, LLC currently owns 75.77± acres in the Southeast Neighborhood Plan Area that is colored orange and designated "Planned Development Area - Pioneer Parkway Holding Company". Four adjacent parcels, consisting of 11.54± acres, designated "Commercial Area", have recently been acquired by Pioneer Parkway Holding Company and are shown as "subject properties" on the exhibit. The request is to change the designation of the newly acquired properties to "Planned Development Area - Pioneer Parkway Holding Company" so that all properties under the Pioneer Parkway Holding Company ownership will be developed in accordance with the same design guidelines.

We look forward to discussing our application with you. If you have any questions regarding this matter, please do not hesitate to call me at 823-5251.

Thank you for your time.

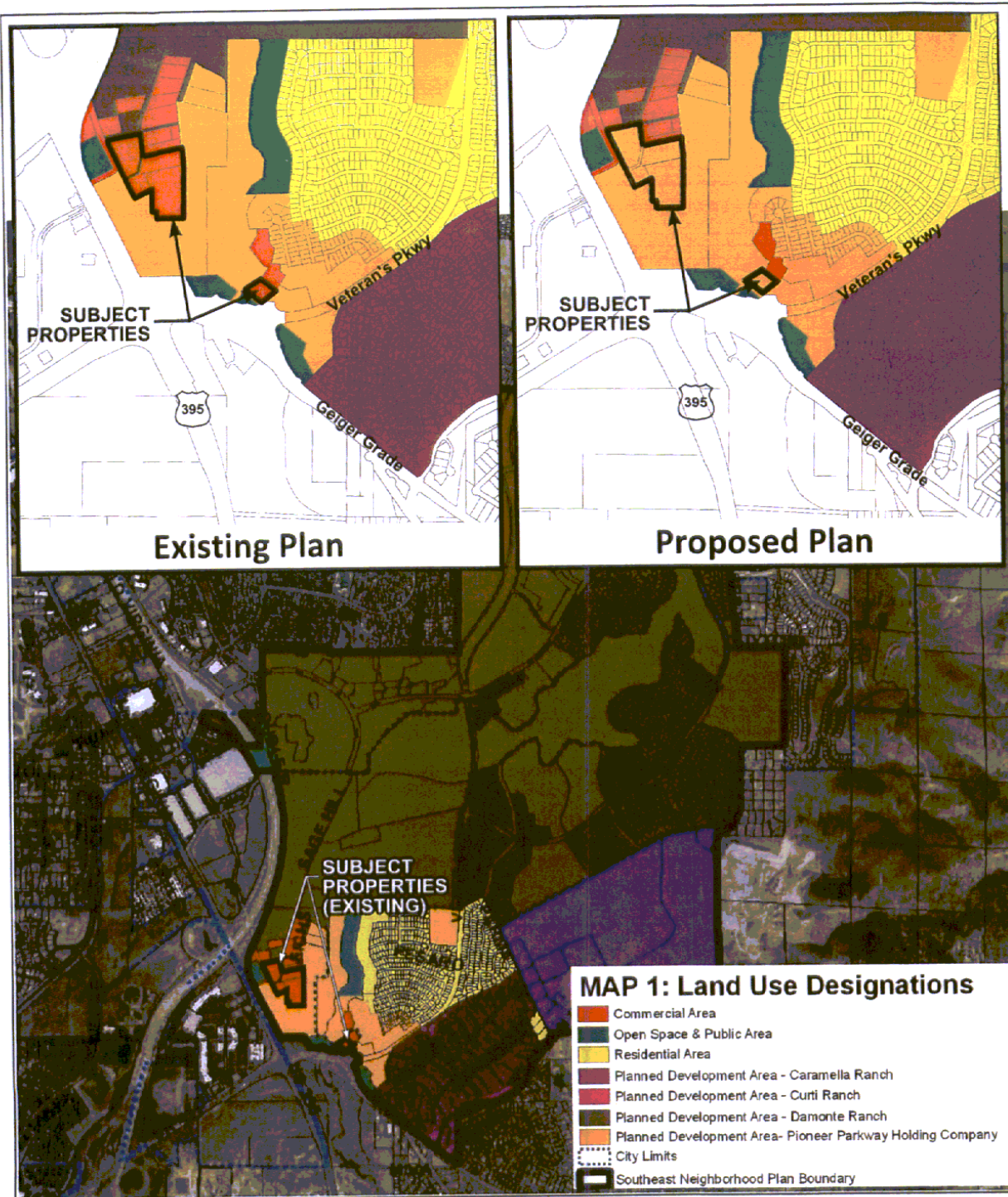
Sincerely,

Wood Rodgers, Inc.

  
Melissa J. Lindell, AICP  
Principal

Cc: Gigi Chisel  
Ted Erkan  
Cheryl Ryan

Reno Office: 5440 Reno Corporate Drive Reno, NV 89511 775.823.4068 Fax 775.823.4066  
Offices located in California, Nevada, and Idaho



Southeast Neighborhood Plan/  
Pioneer Parkway Holding Company  
**Southeast Neighborhood Plan**

  
**WOOD RODGERS**  
DEVELOPING INNOVATIVE DESIGN SOLUTIONS  
5440 Reno Corporate Drive Tel: 775.823.4068  
Reno, NV 89511 Fax: 775.823.4066

# Pioneer Parkway Neighborhood Meeting

5<sup>30</sup>-6<sup>30</sup>  
Wood Rodgers

Sign In Sheet

2-15-11

Name

Telephone #

Email

Lee J. J. J.

853-3154

" "

son

John J. J.

## Also in Attendance

Gigi Chisel - Lewis Operating Corp (Pioneer Parkway)

Ted Erten - "

Melissa Lindell - Wood Rodgers

**LDC11-00038 (Southeast Neighborhood Plan/Pioneer Parkway Holding Co)** – *This is a request for a Master Plan amendment from: a) four parcels totaling  $\pm 11.3$  acres of “Commercial Area” to “Planned Development Area – Pioneer Parkway Holding Company”; and b) a portion of an easement totaling .24 acres of “Planned Development Area” to “Planned Development Area – Pioneer Parkway Holding Company”. The  $\pm 11.54$  acres consist of: 1) three parcels and a portion of an easement located at the southeast corner of the intersection of Old Virginia Road and Sutherland Lane; and 2) one parcel that is located  $\pm 1,288$  feet to the northeast of the intersection of South Virginia Street and Geiger Grade Road.*

Chair Weiske opened the public hearing.

Melissa Lindell – Wood Rodgers, outlined the Master Plan amendment request that would add the subject property to an existing PUD (Planned Unit Development) that regulates development of the property. Ms. Lindell explained that if approved the applicant would follow-up with a zoning change to the PUD for future development.

Nathan Gilbert – Associate Senior Planner, explained that staff recommends approval of the request and that the modification will not affect Damonte Ranch. The intended development will be further identified in the future zone change request.

Chair Weiske closed public hearing.

***It was moved by Commissioner Haltom, seconded by Commissioner Egan, to adopt the amendment to the Master Plan by resolution and recommend that the Reno City Council do the same in Case No. LDC11-00038 (Southeast Neighborhood Pan/Pioneer Pkwy Holding Co), subject to a Finding of Conformance with the Truckee Meadows Regional Plan. Commissioner Haltom stated he could make the applicable considerations. The motion carried unanimously.***

## STAFF REPORT

**To:** Mayor and City Council

Agenda Item: G.1  
Date: 4-6-2011

**Thru:** Kevin Knutson, Interim City Manager

G.1

**Subject : Staff Report: Bill No. 6742 Ordinance authorizing an Amendment of Ordinance No. 5884 relating to the outstanding "City of Reno, Nevada, Taxable Lease Revenue Bond, Series 2006"; providing other details in connection therewith; and providing for the effective date.**

**From:** Jill Olsen, Assistant Finance Director  
Jonathan D. Shipman, Deputy City Attorney

**Summary:** The City has previously issued its City of Reno, Nevada, Taxable Lease Revenue Bond, Series 2006 (the “Bond”) in the original aggregate principal amount of \$14,295,000. On December 8, 2010 the City Council and Agency Board approved the sale of certain real property (the “Property”) pledged to the Bond to Waste Management, Inc. Sale of the property required consent of the bondholder, Depfa Bank. Depfa Bank has agreed to the sale provided: (i) the proceeds from the sale are used to pay down the Bond; and (ii) an additional \$2,000,000 from the Bond revenue fund is also used to pay down the outstanding principal. On January 26, 2011 the City Council agreed to Depfa’s terms and conditions required to obtain Depfa Bank's consent to sell the Property. Because the pay down of the Bond changes the amortization schedule, the Bond ordinance must be amended. Staff recommends Council adoption of the attached ordinance.

**Previous Council Action:** On December 8, 2010 the City Council and Agency Board approved the sale of certain real property pledged to the Bond to Waste Management, Inc.

On January 26, 2011 the City Council approved Depfa’s terms and conditions required for Depfa Bank's consent to sell the Property.

**Discussion:** The \$2,000,000 in the revenue fund is pledged to DEPFA and could only be used for debt service payments on the Bond. Utilizing this cash to pay down debt is prudent since it will reduce future debt service payments. The lower debt payments provide additional coverage to help mitigate future revenue fluctuations.

**Financial Implications:** None.

**Legal Implications:** None.

**Recommendation:** Staff recommends Council adoption of Ordinance No.\_\_\_\_\_.

**Proposed Motion:** I move to adopt Ordinance No.\_\_\_\_\_.

---

Summary - An ordinance authorizing an amendment of Ordinance No. 5884 relating to the outstanding City of Reno, Nevada, Taxable Lease Revenue Bond, Series 2006, and providing other matters related thereto.

Bill No. \_\_\_\_\_

Ordinance No. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AN AMENDMENT OF ORDINANCE NO. 5884 RELATING TO THE OUTSTANDING "CITY OF RENO, NEVADA, TAXABLE LEASE REVENUE BOND, SERIES 2006"; PROVIDING OTHER DETAILS IN CONNECTION THEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE.**

WHEREAS, the City of Reno in the State of Nevada (the "City" and "State," respectively) is a political subdivision of the State duly organized and operating as a city under the provisions of an act entitled "AN ACT incorporating the City of Reno, in Washoe County, Nevada, and defining the boundaries thereof, under a new charter, and providing other matters properly relating thereto," cited as Chapter 662, Statutes of Nevada 1971, and all laws amendatory thereof (the "Charter"); and

WHEREAS, pursuant to Ordinance No. 5884 (the "2006 Ordinance"), the Charter, Nevada Revised Statutes ("NRS") Sections 350.500 through 350.720, inclusive, designated in Section 350.500 thereof as the "Local Government Securities Law" (the "Bond Act") and NRS Sections 268.672 to 268.740, inclusive (the "City Bond Law"), the City Council of the City (the "Council") issued its "City of Reno, Nevada, Taxable Lease Revenue Bonds, Series 2006" (the "Bonds" or as issued as a single bond, the "Bond") in the maximum aggregate principal amount of \$15,000,000 payable solely from the income derived from the ownership of, the lease of, any contract or other arrangement or otherwise derived in connection with the property (the "Property") listed on Appendix A attached to the 2006 Ordinance (collectively, the "Pledged Revenues"); and

WHEREAS, pursuant to the 2006 Ordinance and Bond Purchase Agreement, dated November 15, 2006 (the "2006 Bond Purchase Agreement"), by and between the City and the DEPFA BANK plc, New York Branch (the "Bondholder"), the Bond was sold to the Bondholder; and

---

WHEREAS, pursuant to Section 32 of the 2006 Ordinance, the City may sell, alienate, transfer, assign, dispose of, enter into an option to sell, other contract, other disposition, or any combination thereof of any portion of the Property so long as the City receives the written consent of the Purchaser; provided that any proceeds therefrom shall be used to pay the Bond Requirements and any Bank Costs (as such terms are defined in the 2006 Ordinance) then due and owing, until the Bonds have redeemed or provision has been made for the payment of the Bond Requirements and any Bank Costs then due and owing; and

WHEREAS, the Council desires to sell a portion of the Property described as a portion of "Reno Salvage" in the monthly lease amount of \$10,087.87 and more particularly described as Assessor Parcel Numbers APN 008-370-12 and 008-381-31 (collectively, the "Released Parcels") and has requested the written consent of the Bondholder for the sale of the Released Parcels; and

WHEREAS, this ordinance amending the provisions of the 2006 Ordinance shall be effective upon delivery to the City Clerk of the consent of the Bondholder to the sale of the Released Parcels; and

WHEREAS, in connection with the sale of the Released Parcels and as a condition to the consent of the Bondholder to the sale of the Released Parcels, the Council and the Bondholder have determined to amend the provisions of the 2006 Ordinance; and

WHEREAS, the Council has determined and does hereby declare that the Bond was issued pursuant to the Bond Act and in accordance with the provisions of Section 350.628 of the Bond Act, such recital shall be conclusive evidence of its validity and regularity of its issuance; and

WHEREAS, the Trustee (as defined in the 2006 Ordinance) for the Bonds is now known as The Bank of New York Mellon Trust Company, National Association.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RENO DO  
ORDAIN:**

Section 1. Short Title and Ordinance Amendment. This Ordinance shall be known and may be cited as the "Amendment to the 2006 Taxable Lease Revenue Bond Ordinance" (the "Ordinance Amendment" and together with the 2006 Ordinance, the "Ordinance"). The provisions of this Ordinance Amendment shall constitute an amendment to the 2006 Ordinance and any conflict between the terms of this Ordinance Amendment and the 2006 Ordinance shall



---

be resolved by the terms of this Ordinance Amendment. Pursuant to the Charter, the sections of the 2006 Ordinance to be amended by this Ordinance Amendment shall be set out in full and the sections of the 2006 Ordinance shall indicate the matter to be omitted by enclosing it in brackets and striking it through (i.e. [omitted matter]) and shall indicate the new matter by bolding and double-underscoring (i.e. **new matter**).

Section 2. Section 2 of the 2006 Ordinance is hereby amended in full as follows:

Section 2. Definitions. The terms defined in this section, except where the context requires otherwise, shall have the following meanings in this Ordinance:

“Bank Costs” means any fees, costs and other amounts due and owing under the Bond Purchase Agreement.

“Bond Act” or “Act” means the Local Government Securities Law, cited as NRS Sections 350.500 through 350.720 and all laws amendatory thereof.

“Bond Fund” means the “2006 Taxable Lease Revenue Bond Fund” created in section 11(A) of this Ordinance.

“Bond” mean the securities herein authorized designated as the “City of Reno, Nevada, Taxable Lease Revenue Bond, Series 2006” in registered form, or the single registered revenue bond.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the City and the Purchaser dated as of the date of sale of the Bonds, **as amended from time to time**.

“Bond Year” means the 12 months commencing on June 1 of any calendar year and ending on May 31 of the next succeeding calendar year.

“Business Day” means a day that is not a Saturday, Sunday or legal holiday on which banking institutions in the State of Nevada, the State of New York or in any state in which the office of the Trustee is located are authorized to remain closed or a day on which the New York Stock Exchange is closed.

“Calculation Agent” means DEPFA BANK[;] plc, New York Branch or any other bank or company which is substituted in its place with the written consent of the City and the Purchaser. Any bank or corporation into which the Calculation Agent may be converted or merged, or with which they may be consolidated, or to which they may sell or transfer their assets as a whole or substantially as a whole, or any bank or corporation resulting from any such conversion, sale, merger, consolidation or transfer, to which they are a party, shall be and become the successor Calculation Agent under this Ordinance, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything in this Ordinance to the contrary notwithstanding.

“City” means the City of Reno, Nevada.

“Cost of the Project” means all or any part designated by the Council of the cost of the Project, or interest therein, which cost, at the option of the Council, except as limited by law, may include all or any part of the incidental costs relating to the Project, including, without limitation:

(a) Preliminary expenses advanced by the City or Council from funds available for use therefor or from any other source, or advanced with the approval of the City or

---

Council from funds available therefor or from any other source by the State, the Federal Government, or by any other Person with the approval of the City (or any combination thereof);

(b) The costs in the making of surveys, audits, preliminary plans, other plans, specifications, estimates of costs, and other preliminaries;

(c) The costs of premiums on builders' risk insurance and performance bonds, or a reasonably allocable share thereof;

(d) The costs of appraising, printing, estimates, advice, services of, engineers, architects, accountants, financial consultants, attorneys at law, clerical help, or other agents or employees;

(e) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project, the filing or recordation of instruments, the taking of options, issuance of the Bond and any other securities relating to the Project, and bank fees and expenses;

(f) The costs of contingencies;

(g) The costs of the capitalization with the proceeds of the Bond or other securities relating to the Project and of any interest on the Bond or other securities relating to the Project for any period not exceeding the period estimated by the Council to effect the Project plus one year, of any discount on additional securities relating to the Project, and of any reserves for the payment of the principal of and interest on such other securities, of any replacement expenses, and of any other cost of the issuance of the Bond or other securities relating to the Project;

(h) The costs of amending any ordinance, resolution or other instrument authorizing the issuance of or otherwise relating to the Bond or other securities relating to the Sewer System;

(i) The costs of funding any medium-term obligations, any emergency loans, construction loans and other temporary loans of not exceeding ten (10) years relating to the Project and of the incidental expenses incurred in connection with such loans;

(j) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(k) The costs of demolishing, removing or relocating any buildings, structures or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated; and

(l) The administrative expenses and issuance costs of the State Treasurer through the Department of Conservation and Natural Resources relevant to its issue of State securities for the Project; and

(m) All other expenses necessary or desirable and relating to the Project, as estimated or otherwise ascertained by the Council.

“Default Rate” means the regularly scheduled interest rate on the Bonds, plus 1.50% per annum.

“Defeasance Securities” means:

(a) Cash (insured at all times by the Federal Deposit Insurance Corporation); and

(b) Obligations of or obligations guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States, including:

- (i) U.S. Treasury obligations
- (ii) All direct or fully guaranteed obligations
- (iii) Farmers Home Administration
- (iv) General Services Administration
- (v) Guaranteed Title XI financing
- (vi) Government National Mortgage Association (GNMA)
- (vii) State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

“Finance Director” means the de jure or de facto Finance Director and Chief Financial Officer of the City or his or her successor in functions, if any or any Assistant Finance Director or Interim Finance Director.

“Fiscal Year” means the twelve months commencing July 1 of any year and ending June 30 of the next succeeding year.

“Holder,” “Owner” or “Registered Owner” means a person in possession and the apparent owner of the Bond.

“Independent Accountant” means any certified public accountant practicing under the laws of the State of Nevada who is independent and not an officer or employee of the municipality.

“Index Adjustment Date” means the first Business Day of each month commencing on December 1, 2006.

“Index Rate” means an interest rate per annum equal to One-Month LIBOR plus 0.40% per annum.

“Index Rate Determination Date” means the second London Business Day immediately prior to the start of the applicable Index Rate Period.

“Index Rate Period” means the period commencing on an Index Adjustment Date and ending on the day preceding the following Index Adjustment Date.

"London Business Day" means a day that is a Business Day and a day on which dealings in deposits in U.S. dollars are transacted, or with respect to any future date, are expected to be transacted, in the London, U.K., interbank market.

"Maximum Rate" means the interest rate of 12% per annum.

"Maximum Annual Principal and Interest Requirements" means the maximum sum of the principal of and interest on the Outstanding Parity Securities, to be paid during any one Bond Year for the period beginning with the Bond Year in which such computation is made and ending with the Bond Year in which any Bond last becomes due at maturity or on a date on which any Bond thereafter maturing has been called for prior redemption, but excluding any reserve requirements to secure such payments unless otherwise expressly provided. For any Parity Security bearing interest at a variable rate, the interest rate used for purposes of calculating the "Maximum Annual Principal and Interest Requirements" shall be the average interest rate per annum born on such Parity Securities plus 3.0% per annum. Any such computation shall be made by the City Finance Director or an Independent Accountant unless otherwise expressly provided.

"Minimum Reserve Requirement" means at any time an amount at least equal to 100% of the Maximum Annual Principal and Interest Requirements on the Bonds, which is required to be deposited, accumulated or reaccumulated and maintained in the Reserve Fund pursuant to Section 11(C) hereof.

"One-Month LIBOR" on any date of determination means:

(a) the offered rate for deposits in U.S. dollars for a one-month period on the London interbank market which appears on Reuters Screen LIBOR01 Page (or such other page as may replace that page on that service, or such other service as may be designated as the information vendor for purpose of displaying such offered rates for U.S. Dollar deposits on the London interbank market), at approximately 11:00 a.m., London time, on the Index Rate Determination Date; or

(b) if, on any Index Rate Determination Date, no rate appears on Reuters Screen LIBOR01 Page (or such other page as may replace that page on that service, or such other service as may be designated as the information vendor for purpose of displaying such offered rates for U.S. Dollar deposits on the London interbank market) as specified in clause (a) above, the arithmetic average of the offered quotations of four major banks in the London interbank market, selected by the Calculation Agent for deposits in U.S. dollars for a one-month period to prime banks in the London interbank market at approximately 11:00 a.m., London time, on such calculation date and in a principal amount of not less than \$1,000,000 that is representative of a single transaction in such market at such time, unless fewer than two such quotations are provided, in which case, the arithmetic average of the rates quoted at approximately 11:00 a.m., New York time, on the date next preceding such Index Rate Determination Date by three major banks in the City of New York and three major banks in London, selected by the Calculation Agent, for loans in U.S. dollars to leading European banks in a principal amount of not less than \$1,000,000 that is representative of a single transaction in such market at such time,

[(a) —the offered rate for deposits in U.S. dollars for a one-month period on the London interbank market which appears on Telerate Page 3750 (or such other page as

~~may replace Telerate Page 3750 or such other service as may be designated as the information vendor for purpose of displaying such offered rates for U.S. Dollar deposits on the London interbank market), at approximately 11:00 a.m., London time, on the Index Rate Determination Date; or~~

~~(b) — if, on any Index Rate Determination Date, no rate appears on Telerate Page 3750 as specified in clause (i) above, the arithmetic average of the offered quotations of four major banks in the London interbank market, selected by the Calculation Agent for deposits in U.S. dollars for a one month period to prime banks in the London interbank market at approximately 11:00 a.m., London time, on such calculation date and in a principal amount of not less than \$1,000,000 that is representative of a single transaction in such market at such time, unless fewer than two such quotations are provided, in which case, the arithmetic average of the rates quoted at approximately 11:00 a.m., New York time, on the date next preceding such Index Rate Determination Date by three major banks in the City of New York and three major banks in London, selected by the Calculation Agent, for loans in U.S. dollars to leading European banks in a principal amount of not less than \$1,000,000 that is representative of a single transaction in such market at such time.]~~

“Outstanding” when used with reference to the Parity Securities or any other designated securities and as of any particular date means all the Parity Securities or any such other securities payable from the Pledged Revenues, as the case may be, in any manner theretofore and thereupon being executed and delivered:

(a) Except any Parity Securities or other security canceled by the City, by the Trustee or otherwise on the City's behalf, at or before such date;

(b) Except any Parity Securities or other security the payment of which is then due or past due and moneys fully sufficient to pay the same are on deposit with the Trustee;

(c) Except any Parity Securities or other security for the payment or the redemption of which moneys at least equal to the Bond Requirements theretofore to the date of maturity or to any redemption date, shall have heretofore been deposited with a trust bank in escrow or in trust for that purpose, as provided in Section 35 hereof; and

(d) Except any Parity Securities or other security in lieu of or in substitution for which another bond or other security shall have been executed and delivered pursuant to the provisions of this Ordinance.

“Parity Securities” means the Bonds and any bonds or securities hereafter issued which have a lien on the Pledged Revenues that is on a parity with the lien thereon of the Bonds herein authorized.

“Permitted Investments” means any of the following to the extent permitted by the laws of the State:

(a) Defeasance Securities;

(b) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- (i) Export-Import Bank
- (ii) Rural Economic Community Development Administration
- (iii) U.S. Maritime Administration
- (iv) Small Business Administration
- (v) U.S. Department of Housing & Urban Development (PHA's)
- (vi) Federal Housing Administration
- (vii) Federal Financing Bank;

(c) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- (i) Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC)
- (ii) Obligations of the Resolution Funding Corporation (REFCORP)
- (iii) Senior debt obligations of the Federal Home Loan Bank System
- (iv) Senior debt obligations of other Government Sponsored Agencies;

(d) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks (including the Trustee and its affiliates) which have a rating on their short-term certificates of deposit on the date of purchase of "P-1" by Moody's Investors Service, Inc. and "A-1" or "A-1+" by Standard & Poor's Ratings Services and which mature not more than three hundred sixty (360) calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(e) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's Investors Service, Inc. and "A-1+" by Standard & Poor's Ratings Services and which matures not more than two hundred seventy (270) calendar days after the date of purchase;

(f) Investments in a money market fund rated "AAAm" or "AAAm-G" or better by Standard & Poor's Ratings Services, including funds for which the Trustee or its affiliates provide investment advisory or other management services;

(g) Pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(i) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Moody's Investors Service, Inc. and Standard & Poor's Ratings Services or any successors thereto; or

(ii) which are fully secured as to interest and principal and redemption premiums, if any, by an escrow consisting only of cash or obligations described in paragraph (2) of the definition of Defeasance Securities, which escrow may be applied only to the payment of such interest and principal and redemption premiums, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest

and redemption premiums, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(h) Municipal obligations rated "Aaa/AAA" or general obligations of States with a rating of "A2/A" or higher by both Moody's Investors Service, Inc. and Standard & Poor's Ratings Services;

(i) Investment agreements approved in writing by the Local Agency and the Purchaser (supported by appropriate opinions of counsel);

(j) Other forms of investments (including repurchase agreements) approved in writing by the City and the Purchaser.

The value of the above investments shall be determined as follows:

(a) For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at fair market value. The Trustee shall determine the fair market value based on accepted industry standards and from accepted industry providers. Accepted industry providers shall include but are not limited to pricing services provided by ~~[Financial Times Interactive Data Corporation, Merrill Lynch, Salomon Smith Barney, Bear Stearns, or Lehman Brothers]~~ Barclays Capital Inc., Citigroup Global Markets Inc., Deutsche Bank Securities Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC;

(b) As to certificates of deposit and bankers' acceptances, the face amount thereof, plus accrued interest thereon; and

(c) As to any investment not specified above, the value thereof established by prior agreement between the City and the Trustee.

"Pledged Revenues" means, to the extent legally available, all income of the City derived from the ownership of, the lease of, any contract or other arrangement or otherwise derived in connection with the property (the "Property") listed on Appendix A attached hereto.

"Project" means the acquisition, construction, improvement, and equipment of all or any part of building projects as described in NRS 268.676, drainage projects and flood control projects as described in NRS 268.682, fire protection projects as described in NRS 268.688, off-street parking projects as described in NRS 268.698, overpass projects as described in NRS 268.700, park projects as described in NRS 268.702, recreational projects as described in NRS 268.710, sidewalk projects as described in NRS 268.716, street projects as described in NRS 268.722, transportation projects as described in NRS 268.724, and water projects as described in NRS 268.728 in the City to be financed in part by the Bond and described in the preambles hereto.

"Purchaser" means the initial purchaser of the Bonds set forth in the Certificate of the Finance Director.

**"Released Parcels" shall have the meaning set forth in the preambles hereto.**

"Reserve Fund" means the "2006 Taxable Lease Revenue Bond Reserve Fund" created in section 11(C) of this Ordinance.

**"Sale Proceeds" shall have the meaning set forth in Section 32(B) of this Ordinance.**

"Trustee" means The Bank of New York Mellon Trust Company, N.A., a banking corporation organized and existing under and by virtue of the laws of the United States of

America which is serving as trustee, paying agent and registrar hereunder or any other commercial bank or trust company which is substituted in its place as provided in this Ordinance.

Section 3. Section 4 of the 2006 Ordinance is hereby amended in full as follows:

Section 4. For the purpose of providing for the payment of a part of the costs and expenses of the Project and for the purpose of defraying other costs (incidental or otherwise) heretofore incurred or to be incurred in the City, there shall be issued, and the City hereby authorizes and directs the Mayor or his designee to issue, the City's fully registered (i.e. registered as to both principal and interest) Bonds in the maximum aggregate principal amount designated in the Certificate of the Finance Director, such Bonds to be designated the "City of Reno, Nevada, Taxable Lease Taxable Lease Revenue Bond, Series 2006". Notwithstanding the foregoing, the obligation of the City as represented by the Bonds shall be the amount specified in the Certificate of the Finance Director. The principal of and interest on the Bonds shall be secured solely by and paid only from the Pledged Revenues and funds on deposit in the Bond Fund, the Revenue Fund and the Reserve Fund, solely to the registered owner thereof upon surrender thereof in lawful money of the United States of America, without deduction for exchange or collection charges, at the office of the ~~trustee (the~~ "[Trustee]" provided that the Owner may request payment by wire transfer to the registered owner from Trustee without the necessity of presentation and surrender of any Bond. If payment of the Bonds is not made as herein provided, interest thereon shall continue at the interest rate borne by the Bonds until the principal thereof is paid in full.

A. Form. The Bonds shall be in physical form and shall not be subject to any book-entry system.

B. Date. The Bonds shall be dated the date of original delivery.

C. Denomination. The Bonds shall be issued only in fully registered form in denominations of one million dollars (\$1,000,000) or any integral multiple of five thousand dollars (\$5,000) in excess thereof; provided, however, the Bonds may be Outstanding in a denomination of less than \$1,000,000 following the redemption of the Bonds pursuant to Section 8 hereof.

D. Maturity. The Bonds shall mature as on June 1, 2026 ~~[set forth in the Certificate of the Finance Director, which shall not exceed thirty years from the dated date of the Bonds]~~ and shall be subject to redemption as set forth in Section 8.

E. Interest Payment Dates. The Interest Payment Dates for the Bonds shall be (i) June 1 and December 1 of each year, commencing December 1, 2006, and (ii) the date any Bonds mature or are redeemed or are otherwise paid in full.

F. Interest. The Bonds shall bear interest as follows:

(a) Interest on the Bonds shall be calculated on the basis of a 360 day year and actual days elapsed.



(b) On each Index Rate Determination Date, the Calculation Agent will (i) calculate the Index Rate for the Bonds and (ii) notify the Trustee of such Index Rate, which shall apply to all Bonds for the subsequent Index Rate Period.

(c) Promptly upon the calculation of the Index Rate by the Calculation Agent, and notification thereof to the Trustee, the Trustee will notify the City of the Index Rate for the applicable Index Rate Period. The Index Rate calculated by the Calculation Agent, absent manifest error, shall be binding and conclusive upon the Owners, the City, the Calculation Agent and the Trustee.

(d) The interest rate on the Bonds shall not exceed the Maximum Rate. In the event the Index Rate exceeds the Maximum Rate, any subsequent reduction in the Index Rate shall not reduce the interest rate on the Bonds below the Maximum Rate until such date on which the total amount which would have been paid to the Bondholders based on the Index Rate, without reference to the Maximum Rate, has been paid to the Bondholders. In no event, however, shall the maturity date of the Bonds be extended by virtue of this provision.

G. Upon the occurrence and during the continuance of an event of default with respect to the Bonds as defined in Section 26 hereof, the interest rate on the Bonds shall be increased to the Default Rate.

Section 4. Section 8 of the 2006 Ordinance is hereby amended in full as follows:

Section 8.

A. Optional Redemption. The Bonds maturing on June 1, 2026 [in the years designated in the Certificate of the Finance Director, shall be subject to redemption prior to their respective maturities, at the option of the City, on and after the date specified in the Certificate of the Finance Director, in whole or in part on any Index Adjustment Date, from such maturities as are selected by the City, for the principal amount of each Bond or portion thereof so redeemed and accrued interest thereon to the redemption date, and a premium not exceeding 9 percent of the principal amount of each Bond redeemed as specified in the Certificate of the Finance Director and computed in accordance with the schedule, if any, set forth in the Certificate of the Finance Director.] shall be subject to redemption prior to maturity, at the option of the City, at any time, in whole or in part on any Index Adjustment Date, from such maturities as are selected by the City, for the principal amount of the Bond or portion thereof so redeemed and accrued interest thereon to the redemption date, without premium; provided that in connection with the sale of the Released Parcels, a portion of the Bonds maturing on June 1, 2026 may be redeemed on any date selected by the Finance Director.

B. Mandatory Redemption. The Bonds maturing on June 1, 2026 [the dates, if any, set forth in the Certificate of the Finance Director] (collectively, the "Term Bonds") are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date in the principal amounts and the dates set forth below. As [and for] a sinking fund for the redemption of the Term Bonds, there shall be deposited into the Bond Fund on or before the dates set forth below [in the Certificate of the Finance Director], a sum which, together with other moneys available in the Bond Fund, is sufficient to redeem (after credit is provided below) on the dates and the principal amounts of the Term Bonds as set forth below [in the Certificate of the Finance Director], plus accrued interest to the redemption date.

<u>Date</u>	<u>Principal Amount</u>
<u>12/1/2008</u>	<u>\$90,000.00</u>
<u>6/1/2009</u>	<u>85,000.00</u>
<u>12/1/2009</u>	<u>105,000.00</u>
<u>6/1/2010</u>	<u>110,000.00</u>
<u>12/1/2010</u>	<u>130,000.00</u>
<u>6/1/2011</u>	<u>130,000.00</u>
<u>12/1/2011</u>	<u>150,000.00</u>
<u>6/1/2012</u>	<u>155,000.00</u>
<u>12/1/2012</u>	<u>175,000.00</u>
<u>6/1/2013</u>	<u>180,000.00</u>
<u>12/1/2013</u>	<u>200,000.00</u>
<u>6/1/2014</u>	<u>210,000.00</u>

<u>12/1/2014</u>	<u>235,000.00</u>
<u>6/1/2015</u>	<u>240,000.00</u>
<u>12/1/2015</u>	<u>265,000.00</u>
<u>6/1/2016</u>	<u>270,000.00</u>
<u>12/1/2016</u>	<u>300,000.00</u>
<u>6/1/2017</u>	<u>305,000.00</u>
<u>12/1/2017</u>	<u>335,000.00</u>
<u>6/1/2018</u>	<u>345,000.00</u>
<u>12/1/2018</u>	<u>375,000.00</u>
<u>6/1/2019</u>	<u>385,000.00</u>
<u>12/1/2019</u>	<u>420,000.00</u>
<u>6/1/2020</u>	<u>425,000.00</u>
<u>12/1/2020</u>	<u>460,000.00</u>
<u>6/1/2021</u>	<u>475,000.00</u>
<u>12/1/2021</u>	<u>515,000.00</u>
<u>6/1/2022</u>	<u>520,000.00</u>
<u>12/1/2022</u>	<u>565,000.00</u>
<u>6/1/2023</u>	<u>575,000.00</u>
<u>12/1/2023</u>	<u>620,000.00</u>
<u>6/1/2024</u>	<u>630,000.00</u>
<u>12/1/2024</u>	<u>675,000.00</u>
<u>6/1/2025</u>	<u>695,000.00</u>
<u>12/1/2025</u>	<u>1,450,000.00</u>
<u>6/1/2026</u>	<u>1,495,000.00 (maturity)</u>

Upon the sale of the Released Parcels and the application of the Sale Proceeds of the Released Parcels as provided in Section 32(B) hereof, the Term Bonds are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date in the principal amounts and dates set forth below, and as a sinking fund for the redemption of the Term Bonds, there shall be deposited into the Bond Fund on or before the dates set forth below, a sum which, together with other moneys available in the Bond Fund, is sufficient to redeem (after credit is provided below) on the dates and the principal amounts of the Term Bonds as set forth below, plus accrued interest to the redemption date.

<u>Date</u> <u>(June 1)</u>	<u>Principal Amount</u>
<u>2011</u>	<u>\$ 200,000</u>
<u>2012</u>	<u>300,000</u>
<u>2013</u>	<u>350,000</u>
<u>2014</u>	<u>400,000</u>

<u>2015</u>	<u>400,000</u>
<u>2016</u>	<u>450,000</u>
<u>2017</u>	<u>450,000</u>
<u>2018</u>	<u>500,000</u>
<u>2019</u>	<u>500,000</u>
<u>2020</u>	<u>600,000</u>
<u>2021</u>	<u>600,000</u>
<u>2022</u>	<u>700,000</u>
<u>2023</u>	<u>700,000</u>
<u>2024</u>	<u>800,000</u>
<u>2025</u>	<u>900,000</u>
<u>2026</u>	<u>2,831,684 (maturity)</u>

If some but not all of the Term Bonds have been optionally redeemed, the total amount of mandatory sinking fund redemption obligation subsequent to such optional redemption shall be reduced in an amount equal to the principal amount of such Term Bonds so optionally redeemed by crediting the principal amount of such Term Bonds so optionally redeemed at 100% of the principal amount thereof against future sinking fund redemption obligations on the sinking fund redemption dates in such manner as the City determines and notifies the Trustee in writing. Not more than sixty days nor less than thirty days prior to the sinking fund payment dates for the Term Bonds, the Trustee shall proceed to select for redemption (by lot in such manner as the Registrar may determine) from all Outstanding Term Bonds, a principal amount of the Term Bonds equal to the aggregate principal amount of the Term Bonds redeemable with the required sinking fund payments, and shall call such Term Bonds or portions thereof for redemption from the sinking fund on the next principal payment date, and give notice of such call as provided in subsection D of this Section.

At the option of the City to be exercised by delivery of a written certificate to the Trustee not less than sixty days next preceding any sinking fund redemption date, it may (i) deliver to the Trustee for cancellation Term Bonds, or portions thereof in an aggregate principal amount desired by the City or, (ii) specify a principal amount of Term Bonds, or portion thereof which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond or portions thereof so delivered or previously redeemed shall be credited by the Trustee at 100% of the principal amount thereof against the obligation of the City on the sinking fund redemption dates and any excess shall be so credited against future sinking fund redemption obligations in such manner as the City determines.

C. **Partial Redemption.** A portion of any Bond (\$5,000 of principal amount thereof, or any integral thereof) may be redeemed pursuant to subsection A or B hereof, as appropriate, in which case the Trustee shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. In the case of a partial redemption of Bonds of a single maturity pursuant to subsection A or B hereof, the Trustee shall select the Bonds to be redeemed by lot at such time as

directed by the City (but at least 10 days prior to the redemption date), and if such selection is more than 10 days before a redemption date, shall direct the Trustee to appropriately identify the Bonds so called for redemption by stamping them at the time any Bond so selected for redemption is presented to the Trustee for stamping or for transfer or exchange, or by such other method of identification as is deemed adequate by the Trustee and any Bond or Bonds issued in exchange for, or to replace, any Bond so called for prior redemption shall likewise be stamped or otherwise identified.

D. Redemption Notice. The Trustee, on behalf and at the expense of the City, shall mail notice of redemption once, no later than the tenth (10th) day preceding the selected redemption date, to the registered owner of the Bonds at the address shown on the registration records of such the Trustee; provided, however, that neither failure of the Bonds holder to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of the Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption amount, and that further interest on the Bonds called for redemption will not accrue from and after the redemption date. From and after the date fixed for redemption (if funds available for the payment of the principal of and interest on the Bonds called for redemption shall have been duly provided), the Bonds shall cease to be entitled to any benefit under this Ordinance other than the right to receive payment of the redemption amount, and no interest shall accrue thereon from and after the redemption date specified in such notice. Any prepayment shall be applied first to accrued interest and second to the Outstanding principal amount of the Bonds. Notwithstanding the provisions of this section, any notice of redemption may contain a statement that the redemption is conditional upon the receipt by the Trustee of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

Section 5. Section 10 of the 2006 Ordinance is hereby amended in full as follows:

Section 11. There is hereby created a special account to be designated the "2006 Proceeds Account" (the "Proceeds Account") to be held by the City. Subject to the provisions of Section 11(C) relating to the deposit of a portion of the proceeds of the Bonds in the Reserve Fund, the proceeds received by the City from the Purchaser shall be deposited in the Proceeds Account. Moneys deposited in the Proceeds Account shall be used and expended by the City solely for the Project and for the purposes for which the proceeds of the Bonds are to be received, and any money remaining in the Proceeds Account shall be used to pay the Bonds and after the Bonds are paid in full (both principal and interest) shall be used for any lawful purpose.

The principal amount of the Bonds, together with the interest thereon, shall be payable solely from the Pledged Revenues and from amounts on deposit in the Bond Fund, the Revenue Fund and the Reserve Fund. As security for the payment of the principal of and interest on the Bonds, the City hereby pledges irrevocably, but not necessarily exclusively, the Pledged

Revenues and the amounts on deposit in the Bond Fund, the Revenue Fund and the Reserve Fund to the payment of the principal of and interest on the Bonds. The Pledged Revenues, to the extent legally available, received by the City and hereby pledged, shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act, and the lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City secured by the Pledged Revenues and the amounts on deposit in the Bond Fund, the Revenue Fund and the Reserve Fund; and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof. "Pledged Revenues" means, to the extent legally available, all income of the City derived from the ownership of, the lease of, any contract or other arrangement or otherwise derived in connection with the property (the "Property") listed on Appendix A attached to the Ordinance and the Sale Proceeds, if any, upon the sale of the Released Parcels. The designated term "Pledged Revenues" indicates sources of revenues and does not necessarily indicate all or any portion or other part of such revenues in the absence of further qualification. The principal of the Bonds and the interest thereon shall constitute a prior lien and charge on the Pledged Revenues.

Section 6. Section 11 of the 2006 Ordinance is hereby amended in full as follows:

Section 11. So long as any of the Bonds shall be Outstanding, as to Outstanding principal, interest and premium, if any, due thereon at maturity or on a redemption date designated in a mandatory sinking fund redemption schedule, in a notice of prior redemption, or otherwise (the "Bond Requirements") and any Bank Costs, the entire Pledged Revenues, upon their receipt from time to time by the City, shall be set aside and credited immediately to a special fund hereby created and designated as the "City of Reno, Nevada, Taxable Lease Taxable Lease Revenue Bond, Series 2006 Revenue Fund" (the "Revenue Fund"). The Revenue Fund shall be maintained by the City Finance Director separate and apart from all other City funds and accounts, including the Bond Fund. So long as any of the Bonds hereby authorized shall be Outstanding, as to any Bond Requirements or Bank Costs, each Fiscal Year the Revenue Fund shall be administered, and the moneys on deposit therein shall be applied in the following order of priority, all as provided in Sections 11 through 15 hereof (except as otherwise provided in Section 32(B) hereof).

A. First, subject to the provisions of Section 13 hereof, the following transfers shall be credited to the "City of Reno, Nevada, Taxable Lease Taxable Lease Revenue Bond, Series 2006 Bond Fund" (the "Bond Fund") hereby created and to be held by the Trustee hereunder, concurrently with the payments required to be made by any bond ordinances hereafter adopted authorizing the issuance of Parity Securities:

1. Monthly, commencing on the first day of the month following receipt of Pledged Revenues by the City and the date of delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next maturing installment of interest on the Bonds, and

monthly thereafter, commencing on each interest payment date, one-sixth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next maturing installment of interest on the Bonds then Outstanding.

2. Monthly, commencing on the first day of the month following receipt of Pledged Revenues by the City and the date of delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next installment of principal of the Bonds coming due at maturity or on a mandatory sinking fund redemption date, and monthly thereafter, commencing on each principal payment date, one-twelfth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next installment of principal of the Bonds coming due at maturity or on a mandatory sinking fund redemption date.

The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds as the Bond Requirements become due, including any mandatory sinking fund payments pursuant to Section 8(B) hereof, if any. To the extent funds are available in the Revenue Fund, when notified by the Trustee in writing, the City shall transfer funds from the Revenue Fund held by the City to the Trustee for credit to the Bond Fund as provided in this Section 11(A).

B. If the amount in the Bond Fund and the Reserve Fund totals a sum at least equal to the entire remaining amount of the Bond Requirements as to all Outstanding Bonds, to their respective maturities, moneys in those accounts in an amount at least equal to such Bond Requirements shall be used solely to pay such Bond Requirements as the same become due and no further payment need be made into the Bond Fund; and any moneys in excess thereof in those two accounts and any other moneys derived from the Pledged Revenues shall be applied as hereafter provided.

C. There shall be deposited into a separate account hereby created and held by the Trustee to be known as the "2006 Taxable Lease Revenue Bond Reserve Fund" (herein "Reserve Fund"), upon the date of delivery of the Bonds, an amount equal at least equal to the Minimum Reserve Requirement. Second, an amount shall be deposited as necessary from the Revenue Fund into the Reserve Fund sufficient to maintain the Reserve Fund in an amount not less than the Minimum Reserve Requirement. To the extent funds are available in the Revenue Fund, when notified by the Trustee in writing, the City shall transfer funds from the Revenue Fund held by the City to the Trustee for credit to the Reserve Fund as provided in the previous sentence. The moneys in the Reserve Fund shall be maintained as a continuing reserve to be used only to pay the Bond Requirements of the Outstanding Bonds, if necessary to prevent a default, upon redemption of all Outstanding Bonds and as provided in Subsection B of this Section 11.

Section 7. Section 32 of the 2006 Ordinance is hereby amended in full as follows:

Section 32. A. The City may sell, alienate, transfer, assign, dispose of, enter into an option to sell, other contract, other disposition, or any combination thereof of any portion of the Property so long as (i) the Pledged Revenues for the Bond Year immediately preceding the date of such sale, alienation, transfer, assignment or disposition (excluding any Property to be sold, alienated, transferred, assigned or disposed of) will be sufficient to pay an amount representing 100% of the Maximum Annual Principal and Interest Requirements on all Outstanding Parity Securities for each Bond Year thereafter or (ii) the City receives the written consent of the Purchaser; provided that any proceeds therefrom shall be used to pay the Bond Requirements and any Bank Costs then due and owing, until the Bonds have redeemed or provision has been made for the payment of the Bond Requirements and any Bank Costs then due and owing. Any such computation shall be made by the City Finance Director or an Independent Accountant.

**B. Notwithstanding the foregoing, in connection with the sale of the Released Parcels, the City shall transfer the Released Parcels to the Redevelopment Agency of the City of Reno, Nevada (the "Agency") for sale and upon the sale of the Released Parcels and receipt of sale proceeds of the Released Parcels (the "Sale Proceeds") in the amount of at least \$1,115,036, the Agency and the City shall apply such Sale Proceeds together with \$2,037,757 from amounts on deposit in the Revenue Fund:**

**1. to deposit to the Bond Fund for the optional redemption of the Bonds in the principal amount of [S3,093,316] on any date selected by the Finance Director;**

**2. to deposit with the City and the Agency the amount of \$24,289 which shall be used to pay the costs in connection with the sale of the Released Parcels and \$ which shall be used to pay the City's costs in connection with this Amendment Ordinance,**

**3. to deposit with the Bank the amount of \$35,188 which shall be used to pay outstanding Bank Costs incurred through December 14, 2010 then due and owing.**

**The accrued interest due on the Bonds upon optional redemption as set forth in Section 32(B)(1) above shall be paid from amounts on deposit in the Bond Fund. Upon receipt of the Sale Proceeds, such amounts shall constitute Pledged Revenues until expended as set forth in Section 32(B) above.**

Section 8. When first proposed, this Amendment Ordinance shall be read to the Council by title and referred to the committee of the whole, after which an adequate number of copies of this Ordinance Amendment shall be filed with the City Clerk for public distribution. Notice of the filing shall be published once in the Reno Gazette-Journal, a newspaper published and having general circulation in the City, at least 10 days before the adoption of this Ordinance Amendment, such publication to be in substantially the following form:



(Form of Publication of Notice of Filing of Ordinance)

BILL NO. \_\_\_\_

**AN ORDINANCE AUTHORIZING AN AMENDMENT OF  
ORDINANCE NO. 5884 RELATING TO THE  
OUTSTANDING "CITY OF RENO, NEVADA, TAXABLE  
LEASE REVENUE BOND, SERIES 2006"; PROVIDING  
OTHER DETAILS IN CONNECTION THEREWITH; AND  
PROVIDING FOR THE EFFECTIVE DATE.**

**PUBLIC NOTICE IS HEREBY GIVEN** that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Reno at her office in the City Hall, One East First Street, Reno, Nevada, and that such Ordinance was proposed on March 23, 2011 and will be considered for adoption at the regular meeting of the City Council to be held on April 6, 2011.

/s/ Robert A. Cashell, Sr.  
Mayor

(SEAL)

Attest:

/s/ Lynnette R. Jones  
City Clerk

(End of Form of Publication of Notice of Filing of Ordinance)

Section 9. After this Ordinance Amendment is signed by the Mayor and attested and sealed by the Clerk, this Ordinance Amendment shall be published once by its title only in the Reno Gazette Journal, a newspaper published and having a general circulation in the City, and such publication to be in substantially the following form, together with the names of the Council members voting for or against its passage and a statement that typewritten copies of this Ordinance Amendment are available for inspection by all interested parties at the office of the Clerk, and shall be effective after said publication:

(Form of Publication)

BILL NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AN AMENDMENT OF  
ORDINANCE NO. 5884 RELATING TO THE  
OUTSTANDING "CITY OF RENO, NEVADA, TAXABLE  
LEASE REVENUE BOND, SERIES 2006"; PROVIDING  
OTHER DETAILS IN CONNECTION THEREWITH; AND  
PROVIDING FOR THE EFFECTIVE DATE.**

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Reno at her office in the City Hall, One East First Street, Reno, Nevada, and that such Ordinance was proposed on March 23, 2011, and passed and adopted at the meeting of the Reno City Council on April 6, 2011, by the following vote of the City Council:

Those Voting Aye:

Robert A. Cashell, Sr.  
Dave Aiazzi  
Dwight Dortch  
Pierre Hascheff  
Dan Gustin  
Jessica Sferrazza  
Sharon Zadra

Those Voting Nay:

Those Absent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Ordinance shall be in full force and effect on the \_\_\_\_ day of April 2011.

IN WITNESS WHEREOF, the City Council of the City of Reno, Nevada has caused this Ordinance to be published by title only.

DATED this April 6, 2011.

/s/ \_\_\_\_\_ Robert A. Cashell, Sr.  
Mayor

(SEAL)

Attest:

/s/ \_\_\_\_\_ Lynnette R. Jones  
City Clerk

(End of Form of Publication)

Section 10. The officers of the City and the Agency be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance Amendment, including, without limitation:

A. Certificates. The execution of such certificates as may be reasonably required by the Bondholder, relating, inter alia, to:

(1) The tenure and identity of the officials of the Council, the City, the Board of the Agency and the Agency, and

(2) If it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity thereof.

C. Other Documents. The execution and delivery of the Swap Amendment by the City Manager or the Finance Director and the Escrow Instructions among the Bondholder, the Agency, the City and First American Title Insurance Company as the escrow holder, each in substantially the forms on file with the Clerk are hereby authorized and approved with such changes as are approved by the City Manager or the Finance Director whose execution thereof shall be conclusive evidence of such officer's consent to such changes.

Section 11. This Ordinance Amendment shall constitute an irrevocable contract between the City and the owner or owners of the Bonds; and this Ordinance Amendment shall be and shall remain irrevocable until the Bonds, as to all Bond Requirements (as defined in the Ordinance), shall be fully paid, canceled and discharged, as herein provided and as provided in the Ordinance.

Section 12. All ordinances, resolutions, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolutions, bylaw or order, or part hereof, heretofore repealed.

Section 13. If any section, paragraph, clause or provision of this Ordinance Amendment shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance Amendment.

PASSED, ADOPTED AND APPROVED this April 6, 2011.

\_\_\_\_\_  
Robert A. Cashell, Sr. Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Lynnette Jones, City Clerk

STATE OF NEVADA        )  
                                      ) ss.  
CITY OF RENO            )

(i) I, Lynnette Jones, am the duly chosen and qualified City Clerk of the City of Reno (herein "City"), Nevada, and in the performance of my duties as Clerk do hereby certify:

1. The foregoing pages constitute a true, correct and compared copy of an ordinance introduced at meeting of the City Council held on March 23, 2011 and the notice of filing of the proposed ordinance was published in a newspaper of general circulation in the City (an affidavit evidencing such publication is attached hereto as Exhibit "C"). The ordinance was referred to a committee, the committee reported the ordinance back to the City Council, and the ordinance was passed and adopted by the Council at a meeting held on April 6, 2011. The original of such ordinance has been approved and authenticated by the signature of the Mayor of the Council and myself as Clerk, published by title (an affidavit evidencing such publication is attached hereto as Exhibit "D"), and has been recorded in the minute book of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

2. The members of the City Council were present at the meeting on March 23, 2011 and voted on the referral of the ordinance as follows:

Those Voting Aye:	Robert A. Cashell, Sr. Dave Aiazzi Dwight Dortch Dan Gustin Pierre Hascheff Jessica Sferrazza Sharon Zadra
Those Voting Nay:	_____
Those Abstaining:	_____
Those Absent:	_____

3. The members of the City Council were present at the meeting on April 6, 2011, and voted on the passage of the ordinance as follows:

Those Voting Aye:	Robert A. Cashell, Sr. Dave Aiazzi Dwight Dortch Dan Gustin Pierre Hascheff Jessica Sferrazza
-------------------	--

Those Voting Nay:	Sharon Zadra
Those Abstaining:	_____
Those Absent:	_____
	_____

(ii) The undersigned representative of the City Manager's Office does hereby certify:

1. All members of the Council were given due and proper notice of the meetings held on March 23, 2011 and April 6, 2011.

2. Public notice of such meetings was given and such meetings were held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notices of meetings (attached hereto as Exhibits A and B) containing the time, place, location and an excerpt from the agendas for the meetings relating to the ordinance, as posted at least 3 working days in advance of the meetings at the Council's office and at:

- (i) Washoe County Courthouse  
75 Court Street  
Reno, Nevada
- (ii) Washoe County Library  
301 South Center Street  
Reno, Nevada
- (iii) Downtown Post Office  
50 South Virginia Street  
Reno, Nevada
- (iv) Reno City Hall  
One East First Street  
Reno, Nevada.

3. Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notice of meetings of the Board in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

\_\_\_\_\_  
**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the City  
this April 6, 2011.

(SEAL)

\_\_\_\_\_  
City Clerk

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_\_,  
2011.

\_\_\_\_\_  
Representative City Manager's Office



---

EXHIBIT A

(Attach Copy of Notice of Meeting held March 23, 2011)

413688.5

27

---

EXHIBIT B

(Attach Copy of Notice of Meeting held April 6, 2011)

413688.5

---

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

1413688.5

\_\_\_\_\_

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

1413688.5

# STAFF REPORT

**To:** Mayor and City Council

Agenda Item: **H.1**

Date: **4-6-2011**

**Thru:** Kevin Knutson, Interim City Manager

H.1

**Subject : Staff Report: Resolution No. Resolution to reapportion the assessments for the City of Reno, Nevada 1999 Special Assessment District No. 2/Reapportionment No. 9 (ReTRAC).**

**From:** Stephen L. Hardesty, Assessment District Coordinator, Public Works

**Summary:** Staff recommends Council adoption of the attached resolution to reapportion the assessments for the City of Reno, Nevada 1999 Special Assessment District No. 2 (ReTRAC). This will be the 9<sup>th</sup> Reapportionment for the City of Reno, Nevada 1999 Special Assessment District No. 2 (ReTRAC).

**Previous Council Action:**

- |                    |   |
|--------------------|---|
| September 22, 1998 | Council adopted Resolution No. 5527 directing the City Engineer and various consulting engineers, through the City Engineer, to prepare plans, cost estimates, etc.   |
| September 29, 1998 | Council adopted Resolution No. 5532 making a provisional order regarding the creation of the District and establishing the public hearing date.   |
| October 27, 1998   | Council held a Public Hearing and adopted Resolution No. 5546 Dispensing with Protests.   |
| October 27, 1998   | Council approved Bill No. 5462 the Ordinance Creating the City of Reno, Nevada, 1999 Special Assessment District No. 2.   |
| November 10, 1998  | Council approved Ordinance No. 4932 Creating City of Reno, Nevada, 1999 Special Assessment District No. 2.  |
| January 19, 2005   | Council approved Resolution No. 6471 Concerning the City of Reno, Nevada, 1999 Special Assessment District No. 2/ReTRAC and determining the cost to be assessed, and authorizing, ordering and directing the City Engineer to prepare the preliminary assessment roll.                    |
| January 19, 2005   | Council approved Resolution No. 6472 Concerning the City of Reno, Nevada, 1999 Special Assessment District No. 2/ReTRAC; Fixing the Time and Place when complaints and objections to the assessment roll for the district will be heard and hardship applications will be considered; and |

	providing for the manner of giving notice of the hearing on the assessment roll.
February 23, 2005	Council approved Resolution No. 6493 Concerning the City of Reno, Nevada, 1999 Special Assessment District No. 2/ReTRAC; a resolution considering and making determinations on complaints, protests and objections.
February 23, 2005	Council adopted Bill No. 6215 which was referred to the Committee of the Whole concerning the City of Reno, Nevada, 1999 Special Assessment District No. 2 /ReTRAC.
March 9, 2005	Council Adopted Ordinance No. 5668 confirming the proceedings taken in providing for the City of Reno, Nevada 1999 Special Assessment District No. 2/ReTRAC
July 6, 2005	Council adopted Resolution No. 6582 reapportioning assessments for City of Reno, Nevada 1999 Special Assessment District No. 2/Reapportionment No. 1
January 11, 2006	Council adopted Resolution No. 6685 reapportioning assessments for City of Reno, Nevada 1999 Special Assessment District No. 2/Reapportionment No. 2.
May 23, 2007	Council adopted Resolution No. 6946 reapportioning assessments for City of Reno, Nevada 1999 Special Assessment District No. 2/Reapportionment No. 3.
September 24, 2008	Council adopted Resolution No. 7224 September 22, 1998 Council adopted Resolution No. 5527 directing the City Engineer and various consulting engineers, through the City Engineer, to prepare plans, cost estimates, etc.
September 29, 1998	Council adopted Resolution No. 5532 making a provisional order regarding the creation of the District and establishing the public hearing date.
October 27, 1998	Council held a Public Hearing and adopted Resolution No. 5546 Dispensing with Protests.
October 27, 1998	Council approved Bill No. 5462 the Ordinance Creating the City of Reno, Nevada, 1999 Special Assessment District No. 2.
November 10, 1998	Council approved Ordinance No. 4932 Creating City of Reno, Nevada, 1999 Special Assessment District No. 2.
January 19, 2005	Council approved Resolution No. 6471 Concerning the City of Reno, Nevada, 1999 Special Assessment District No. 2/ReTRAC and

determining the cost to be assessed, and authorizing, ordering and directing the City Engineer to prepare the preliminary assessment roll.

- |                    |  |
|--------------------|--|
| January 19, 2005   | Council approved Resolution No. 6472 Concerning the City of Reno, Nevada, 1999 Special Assessment District No. 2/ReTRAC; Fixing the Time and Place when complaints and objections to the assessment roll for the district will be heard and hardship applications will be considered; and providing for the manner of giving notice of the hearing on the assessment roll. |
| February 23, 2005  | Council approved Resolution No. 6493 Concerning the City of Reno, Nevada, 1999 Special Assessment District No. 2/ReTRAC; a resolution considering and making determinations on complaints, protests and objections.  |
| February 23, 2005  | Council adopted Bill No. 6215 which was referred to the Committee of The Whole concerning the City of Reno, Nevada, 1999 Special Assessment District No. 2 /ReTRAC.  |
| March 9, 2005      | Council Adopted Ordinance No. 5668 confirming the proceedings taken in providing for the City of Reno, Nevada 1999 Special Assessment District No. 2/ReTRAC  |
| July 6, 2005       | Council adopted Resolution No. 6582 reapportioning assessments for City of Reno, Nevada 1999 Special Assessment District No. 2/Reapportionment No. 1   |
| January 11, 2006   | Council adopted Resolution No. 6685 reapportioning assessments for City of Reno, Nevada 1999 Special Assessment District No. 2/Reapportionment No. 2   |
| May 23, 2007       | Council adopted Resolution No. 6946 reapportioning assessments for City of Reno, Nevada 1999 Special Assessment District No. 2/Reapportionment No. 3   |
| September 24, 2008 | Council adopted Resolution No. 7224 reapportioning assessments for City of Reno, Nevada 1999 Special Assessment District No. 2/Reapportionment No. 4   |
| June 10, 2009      | Council adopted Resolution No. 7355 reapportioning assessments for City of Reno, Nevada 1999 Special Assessment District No. 2/Reapportionment No. 5   |
| June 10, 2009      | Council adopted Resolution No. 7356 reapportioning assessments for City of Reno, Nevada 1999 Special Assessment District No. 2/Reapportionment No. 6   |

June 10, 2009 Council adopted Resolution No. 7357 reapportioning assessments for City of Reno, Nevada 1999 Special Assessment District No. 2/Reapportionment No. 7

August 19, 2009 Council adopted Resolution No. 7392 reapportioning assessments for City of Reno, Nevada 1999 Special Assessment District No. 2/Reapportionment No. 8

**Background:** Council created the District on November 10, 1998. Construction is now complete on the “City of Reno, Nevada 1999 Special Assessment District No. 2 (ReTRAC).”

**Discussion:** Development in the area has required parcel boundary adjustments creating new parcels. It is necessary to reapportion the previously existing assessment to a new parcel. The original parcel had an area of 36,811 square feet. The new parcel was reduced in size to 14,655 square feet. The remaining portion (Commercial Row) was dedicated to the City by the previous owner.

**Financial Implications:** The original parcel was divided with a portion of the property subsequently dedicated to the City of Reno. Therefore, this reapportionment reassigns a portion of the original assessment to the City.

**Legal Implications:** Reapportionment of Special Assessments is permitted by NRS 271.425 subject to the Council making the findings that the reapportionment will not:

- (a) Materially or adversely impair the obligation of the municipality with respect to any outstanding bond secured by assessments; or
- (b) Increase the principal balance of any assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the project which is financed by the assessment.

Since there is no change to the overall amount being assessed, this reapportionment will not materially impair the obligation of the City with respect to bond secured by the assessment nor will it increase the balance of any assessment.

This resolution, when approved, must be recorded with County Recorder together with a statement that the current payment status of any of the assessment may be obtained from the County Treasurer’s office.

**Recommendation:** Staff recommends Council adoption of Resolution No.\_\_\_\_\_.

**Proposed Motion:** I move to adopt Resolution\_\_\_\_\_.



**Attachments:** Resolution

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION TO REAPPORTION THE ASSESSMENTS FOR THE  
CITY OF RENO, NEVADA 1999 SPECIAL ASSESSMENT DISTRICT  
NO. 2/REAPPORTIONMENT NO. 9 (ReTRAC)**

WHEREAS new parcels have been created through the subdivision of lots in the “City of Reno 1999 Special Assessment District No. 2”; and

WHEREAS it appears that certain reapportionments should be made in the “City of Reno, Nevada 1999 Special Assessment District No. 2” Assessment Roll; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RENO, NEVADA:

1. That the following “Original Statements” made in said City of Reno, Nevada 1999 Special Assessment District No. 2; be changed and amended to the following “Revised Statements”:

**REAPPORTIONMENT NUMBER 9**

<b><u>Original Parcel Numbers</u></b>	<b><u>Amount of Assessment</u></b>
011-370-66	\$ 13,473.49
<b>AMOUNT OF ORIGINAL ASSESSMENTS:</b>	<b>\$ 13,473.49</b>
<b><u>New Parcel Numbers</u></b>	<b><u>Amount of Assessment</u></b>
011-370-72	\$ 5,362.45
011-370-66 (Closed Portion)	\$ 8,111.04
<b>AMOUNT OF REAPPORTIONED ASSESSMENTS:</b>	<b>\$ 13,473.49</b>

2. That the City Council finds the reapportionment of these assessments will not:

- (a) Materially or adversely impair the obligation of the municipality with respect to any outstanding bond secured by assessments; or
- (b) Increase the principal balance of any assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the project which is financed by the assessment.

3. That the City Clerk and the Clerk of the City Council of the City of Reno is hereby authorized and directed to record on or before April 22, 2011 a copy of this resolution, together with a statement that current payment status of any of the assessments may be obtained from the County Treasurer, in the office of the County Recorder of Washoe County.

Upon motion of Councilmember\_\_\_\_\_, seconded by  
Councilmember\_\_\_\_\_, the foregoing Resolution was passed and  
adopted this 6<sup>th</sup> day of April, 2011, by the following vote of the Council:

AYES:\_\_\_\_\_

NAYS:\_\_\_\_\_

ABSTAIN:\_\_\_\_\_

APPROVED this 6<sup>th</sup> day of April, 2011.

\_\_\_\_\_  
ROBERT A. CASHELL, SR.  
MAYOR OF THE CITY OF RENO

ATTEST:

\_\_\_\_\_  
LYNNETTE JONES, CITY CLERK AND CLERK  
OF THE CITY COUNCIL OF THE CITY OF RENO, NEVADA

# STAFF REPORT

**To:** Mayor and City Council

Agenda Item: H.2

Date: **4-6-2011**

**Thru:** Kevin Knutson, Interim City Manager

H.2

**Subject : Staff Report: Resolution No. Resolution fixing the time when objections to the assessment roll for the City of Reno, Nevada 2009 Special Assessment District No.1 will be heard, and causing such roll to be filed in the office of the City Clerk.**

**From:** Stephen L. Hardesty, Assessment District Coordinator, Public Works

**Summary:** Staff recommends Council adoption of the attached resolution fixing the time when objections to the assessment roll for the City of Reno, Nevada 2009 Special Assessment District No. 1 will be heard, and causing such roll to be filed in the office of the City Clerk. The Public Hearing as set forth in the resolution is scheduled for April 27, 2011.

**Previous Council Action:**

- |                   |  |
|-------------------|--|
| August 20, 2008   | City Council adopted Resolution No. 7201 directing the City Engineer to prepare and submit cost estimates and plans all in connection with the “City of Reno, Nevada 2009 Special Assessment District No. 1.”  |
| August 27, 2008   | City Council adopted Resolution No. 7209 making a provisional order regarding the acquisition and improvement of four (4) street and one (1) sidewalk construction projects within the proposed “City of Reno, Nevada 2009 Special Assessment District No. 1.” |
| November 10, 2008 | City Council adopted Resolution No. 7248 rescinding Resolution 7209 regarding the proposed “City of Reno, Nevada 2009 Special Assessment District No. 1.”  |
| December 3, 2008  | City Council adopted Resolution No. 7252 making a provisional order regarding the acquisition and improvement of four (4) street and one (1) sidewalk construction projects within the proposed “City of Reno, Nevada 2009 Special Assessment District No. 1.” |
| January 14, 2009  | City Council adopted Resolution No. 7283 dispensing with protests and Objections made at the Public Hearing for the “City of Reno, Nevada 2009 Special Assessment District No. 1.”   |
| January 14, 2009  | City Council referred Bill No. 6642 to the Committee of the Whole.   |
| January 28, 2009  | City Council adopted Ordinance No. 6084 creating the “City of Reno, Nevada 2009 Special Assessment District No. 1.”  |

March 23, 2011      City Council adopted Resolution No. 7561 approving the cost to be assessed in the City of Reno, Nevada 2009 Special Assessment District No. 1, and ordering the City Engineer to prepare and submit a preliminary assessment roll.

**Background:** The district is comprised of four street and one sidewalk construction projects consisting of 44 separate streets, all within one Special Assessment unit. The projects include various streets in the City of Reno and incorporate the City of Reno's Neighborhood Street Rehabilitation and the Regional Transportation Commission's Arterial Street Rehabilitation Programs. The preliminary assessment roll for the proposed City of Reno, Nevada 2009 Special Assessment District No. 1, was filed with the City Clerk on April 5, 2011.

**Financial Implications:** The inclusion of this project within a special assessment district will place the financial responsibility for replacement of most deteriorated concrete improvements (except curb and gutter) on the abutting property owners, and will serve to reduce the net cost to the City of Reno.

**Legal Implications:** The City is empowered under NRS 271.270, et seq., to create Special Assessment Districts, and to levy assessments to defray all or a portion of all costs associated with acquiring or improving any project authorized under the statute.

**Recommendation:** Staff recommends Council adoption of Resolution No. \_\_\_\_\_.

**Proposed Motion:** I move for the adoption of Resolution No. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION FIXING THE TIME WHEN OBJECTIONS TO THE ASSESSMENT ROLL FOR THE CITY OF RENO, NEVADA 2009 SPECIAL ASSESSMENT DISTRICT NO. 1, IN AND OF THE CITY OF RENO, NEVADA MADE BY THE CITY COUNCIL OF SAID CITY, TOGETHER WITH THE PUBLIC WORKS DIRECTOR/CITY ENGINEER, WILL BE HEARD; AND CAUSING SUCH ROLL TO BE FILED IN THE OFFICE OF THE CITY CLERK.

**WHEREAS, the City Council of the City of Reno, in the County of Washoe and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, provided for a special improvement project in said City, all in accordance with the provisions of law relating thereto, said improvements being designated "City of Reno, Nevada 2009 Special Assessment District No. 1", all in accordance with the statutes of the State of Nevada provided therefore, of the following project:**

A street project, including without limitation, grading, graveling, oiling, paving, sealing, sidewalks, driveway approaches, alley approaches, saw cuts, curbs, gutters, valley gutters, handicapped pedestrian ramps, culverts, drains, sewers, manholes, sewer service laterals, inlets, outlets, retaining walls, off-site adjustments, and all appurtenances and incidentals (or any combination thereof), including all real and other property therefore, with intersections.

WHEREAS, by Ordinance No. 6084, duly passed, adopted and approved on the January 28, 2009, the City Council finally passed on all protests and objections, created said District, and determined to proceed with said improvements, as described in said preliminary proceedings and provided in said Ordinance; and

WHEREAS, said City Council together with the Public Works Director/City Engineer, made out an assessment roll which contains, among other things, the names of the last known owners of the property to be assessed, or if not known, that the same is “unknown”, a description of each tract or parcel of land to be assessed, and the amount of the proposed assessment thereon; and

**WHEREAS, the City Council has determined, and does hereby determine, that the property in said City which is specially benefited by the improvements acquired in said District, and only the property which is so specially benefited, is included on said assessment roll.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Reno, Nevada:

Section 1. That said assessment roll has been filed on the 5<sup>th</sup> day of April 2011, in the office of the City Clerk, has been examined and is tentatively approved.

Section 2. That Wednesday, the 27<sup>th</sup> day of April 2011, at 6:00 o'clock P.M., in the Council Chambers at the City Hall, 1 E. 1<sup>st</sup> Street, Reno, Nevada, be and the same hereby is, fixed as the time and place when said City Council will hear and consider written objections to said assessment roll by the owners of property specially benefited by the improvements in “City of Reno, Nevada 2009 Special Assessment District No. 1”, and proposed to be assessed, by any party interested in the regularity of the proceedings in making such assessments, and by all parties aggrieved by such assessments. Pursuant to NRS 271.357, the Council has established a procedure to postpone the assessments for persons whose principal residence will be included in

the District and who believe that the payment of the assessments will create a financial hardship. Persons who are interested in the eligibility criteria and application process for hardship determination should contact City of Reno Public Works Department, on behalf of the Community Development Department, P.O. Box 1900, Reno, Nevada 89505, attention Stephen L. Hardesty, (775) 321-8353.

**Section 3. That the City Clerk shall give notice by publication in the Reno Gazette Journal, a newspaper published in Reno, Nevada, and of general circulation in said City of Reno, and by mailing notice thereof, postage prepaid, as certified mail, to such last known owners of land within the District, as provided by law; and said notice shall state that such assessment roll is on file in his office, the date of filing the same, the time and place at which the City Council will hear and consider written objections to said assessment roll by the owners of property specially benefited by the improvements in “City of Reno, Nevada 2009 Special Assessment District No. 1”, and proposed to be assessed, by any party interested in the regularity of the proceedings in making such assessments, and by all parties aggrieved by such assessments. Said notice shall be substantially in the following form, to wit:**

(BEGIN FORM OF NOTICE)

NOTICE OF FILING ASSESSMENT ROLL, OF OPPORTUNITY TO FILE WRITTEN OBJECTIONS, AND OF PROTEST HEARING, CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR ACQUIRING AND IMPROVING A STREET PROJECT IN THE CITY OF RENO, NEVADA 2009 SPECIAL ASSESSMENT DISTRICT NO. 1, TO WIT:

NOTICE IS HEREBY GIVEN, that the assessment roll for the City of Reno, Nevada 2009 Special Assessment District No. 1, in and of the City of Reno, Nevada, has been made out by the City Engineer of said City, was filed with the office of the City Clerk on April 5, 2011, since said time has been and now is on file therein, and is available for examination during regular office hours by any interested person. Said District constitutes the area to be assessed for acquiring and improving a street project, all in accordance with the statutes of the State of Nevada provided therefore, of the following:

A street project, including without limitation, grading, graveling, oiling, paving, sealing, sidewalks, driveway approaches, alley approaches, saw cuts, curbs, gutters, valley gutters, handicapped pedestrian ramps, culverts, drains, sewers, manholes, sewer service laterals, inlets, outlets, retaining walls, off-site adjustments, and all appurtenances and incidentals (or any combination thereof), including all real and other property therefore, with intersections.

The City Council of the City of Reno, Nevada, will meet to hear and consider written objections to said assessment roll by the owners of said property specially benefited by the improvements in said District, and proposed to be assessed, by any party interested in the regularity of the proceedings in making such assessments, and by all parties aggrieved by such assessments, on Wednesday, April 27, 2011 at 6:00 o'clock P.M. in the Council Chambers at the City Hall, 1 E. 1<sup>st</sup>. Street, in said City. The owner or owners of any property which is assessed in such assessment roll, whether named or not in such roll, must on or before April 22, 2011, i.e., not less than three (3) business days prior to said hearing, file with the City Clerk his or her specific objections in writing.

Said Assessments shall be due and payable at the Office of the City Clerk of the City of Reno, Nevada within thirty (30) days after the ordinance levying the assessments becomes effective, without interest and without demand; or all, or any part, of such assessments may, at the election of the owner, be paid thereafter in forty (40) substantially equal semi-annual installments of principal and interest, payments being due on March 1 and September 1 respectively, of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal, from the date of publication of said ordinance, at an annual rate which shall not exceed by more than one percent (1%) the effective interest rate on the bonds, which effective interest rate shall not exceed by more than three (3%) the Index of Twenty Bonds most recently published before the bids are received, both principal and interest being paid semi-annually at the office of said City Clerk of the City of Reno. Failure to pay any installment, whether of principal or interest when due, shall ipso facto cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal and accrued interest shall, after such



delinquency, whether said option is or is not exercised, bear penalty at the rate of two percent (2%) per month, until the day of sale or until paid, but at any time prior to the day of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, with interest thereon, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered.

Any objection to the regularity, validity and correctness of the proceedings, of said assessment roll, of each assessment contained therein, and of the amount thereof levied on each tract or parcel of land, shall be deemed waived unless presented at the time and in the manner herein specified. If any property owner or other interested person objects to the assessment roll or to the proposed assessments, he is hereby notified that:

- 1) He is entitled to be represented by counsel at this hearing;
- 2) Any evidence he desires to present on these issues must be presented at this hearing; and
- 3) Evidence on these issues that is not presented at this hearing may not thereafter be presented in an action brought pursuant to NRS 271.395, upon subsequent appeal to a district court or other judicial proceeding.

Pursuant to NRS 271.357, the Council has established a procedure to postpone the assessments for persons whose principal residence will be included in the District and who believe that the payment of the assessments will create a financial hardship. Persons who are interested in the eligibility criteria and application process for hardship determination should contact City of Reno Public Works Department, on behalf of the Community Development Department, P.O. Box 1900, Reno, Nevada 89505, attention Stephen L. Hardesty at (775) 321-8353.

At the time and place so designated for hearing such written objections, said City Council shall hear and determine all written objections which has been so timely filed by any party interested in the regularity of the proceedings in making such assessment, and the correctness of such assessment, or of the amount levied on any particular tract or parcel of land to be assessed, and said City Council shall have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm or set aside any assessment and to order that such assessment be made de novo.

DATED this 6<sup>th</sup> day of April 2011.

---

LYNNETTE JONES, CITY CLERK AND CLERK OF  
THE CITY COUNCIL OF THE CITY OF RENO, NEVADA

(END FORM OF NOTICE)

Section 4. That the owner or owners of any property which is assessed in such assessment roll, whether named or not in such roll, may file with the City Clerk his or her objections in writing to said assessment, at least three business days prior to the date of the hearing.

Section 5. That all action (not inconsistent with the provisions of this Resolution) heretofore taken by said City and the officers of said City, directed toward the advertisement herein prescribed, be, and the same hereby is ratified, approved and confirmed.

Section 6. That the officers of the City of Reno be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 7. That all resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed.

Section 8. That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

/

/

/

/

/

On motion of Councilmember \_\_\_\_\_, seconded by  
Councilmember \_\_\_\_\_, the foregoing Resolution was passed and adopted  
this 6<sup>th</sup> day of April 2011, by the following vote of the Council:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

APPROVED this 6<sup>th</sup> day of April 2011.

\_\_\_\_\_  
ROBERT A CASHELL, SR.  
MAYOR OF THE CITY OF RENO

ATTEST:

\_\_\_\_\_  
LYNNETTE JONES, CITY CLERK AND CLERK OF  
THE CITY COUNCIL OF THE CITY OF RENO, NEVADA

# STAFF REPORT

**To:** Mayor and City Council

Agenda Item: H.3

Date: 4-6-2011

**Thru:** Kevin Knutson, Interim City Manager

H.3

**Subject : Staff Report: Resolution No. Resolution granting approval of \$130,000 to 24 Arts and Culture Organizations for FY 2011/12 Project Grants (Room Tax Fund).**

**H.3.1 Approval of Agreements with 24 Arts and Culture Organizations for FY 2011/12 Project Grants.**

**From:** Christine A. Fey, Resource Development and Cultural Affairs Manager, Parks, Recreation and Community Services

**Summary:** On February 7, 2011 the Reno Arts and Culture Commission reviewed the Grant Panel's recommendation to fund 24 Project Grants for FY 2011/12 (Exhibit A) and recommended approval of those agreements. Staff recommends Council adoption of a resolution to allocate Project Grants in the amount of \$130,000 to 24 Arts and Culture organizations.

**Background:** The Grant Panel meets in January each year to allocate the next year's grants so the money will be available in time for summer projects. Each organization will sign an individual agreement for the project in the amount listed in Exhibit A. A copy of the standard agreement is attached.

**Discussion:** On January 19, 2011 the Reno Arts and Culture Commission Grant Panel reviewed 29 Project Grant applications, one of which was withdrawn. The Grant Panel recommended funding 24 of these grants (those scoring 75% or better). On February 7, 2010 the Commission reviewed and upheld the Panel's recommendation and reaffirmed that the Project Grants are a Commission priority as they are critical for the health and sustainability of arts and culture organizations in Reno. Of the 24 grants, 18 focus on Youth and Seniors and the remaining six include Youth and Seniors in their audiences and programs.

Last year the Reno Arts and Culture Commission provided staff with priorities regarding potential budget reductions. They determined that grants and sponsorships should go to projects that:

1. Support local arts organizations and artists that build the local arts economy,
2. Generate taxes,
3. Provide infrastructure for the arts in our community,
4. Provide year around productions and events,
5. Balance disciplines (i.e. performing arts and visual arts),
6. Are community based programs rather than promoter or presenter organizations,
7. Discourage financial dependency on City funding.

**Financial Implications:** The Project Grants in the amount of \$130,000 are included in the proposed FY2011/12 budget as a part of the Reno Arts and Culture Commission's portion of the Room Tax Fund. Grant agreements state they are subject to final City Council approval of the agreement and budget. No organization applied for a Challenge Grant this year, therefore the Commission offered those funds (\$40,000) toward needed budget reductions in order to keep the Project Grants intact as the Reno Arts and Culture Commission believes these have a greater positive impact on most arts and culture organizations' ability to maintain day-to-day operations and programs.

**Legal Implications:** NRS 268.028(2) states that the governing body or its authorized representative may make grants by resolution to nonprofit organizations created for religious, charitable or educational purposes to be used for any purpose which will provide a substantial benefit to the inhabitants of the city. The statute also permits imposition of conditions on the grant, which may be done in the form of an agreement, as attached hereto.

**Recommendation:** Staff recommends Council adoption of Resolution No.\_\_\_\_\_, including approval of the contracts to the Arts and Culture Organizations included in Exhibit A, and authorization for the Mayor to sign.

**Proposed Motion:** I move to adopt Resolution No.\_\_\_\_\_ and approve the 24 Agreements.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION GRANTING APPROVAL OF \$130,000 TO ARTS AND  
CULTURE ORGANIZATIONS FOR FY 2011/12 PROJECT GRANTS.**

WHEREAS, the City of Reno may grant funds to a nonprofit organization created for religious, charitable or educational purposes pursuant to NRS 268.028 when such expenditure provides a substantial benefit to the inhabitants of the City; and

WHEREAS, each of the entities identified in Exhibit A is a qualifying non-profit corporation which has requested funds to provide long term organizational sustainability necessary to enable it to provide the benefits described hereafter; and

WHEREAS, the City of Reno finds the grants will enable recipient organizations to substantially benefit the inhabitants of the City by providing arts and cultural programs, projects, events and educational opportunities; and

WHEREAS, the attached form of agreement provides proper conditions for the grants;

NOW, THEREFORE, BE IT RESOLVED that the City of Reno approves grants to the organizations listed in Exhibit A in the amounts set forth in Exhibit A, to be used as designated in and subject to the conditions as set forth in agreements to be in the attached form.

Upon motion by Council member \_\_\_\_\_, seconded by Council

Member \_\_\_\_\_, the foregoing Resolution was passed and adopted this  
\_\_ day of \_\_\_\_\_ by the following vote:

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

Approved this \_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Robert A. Cashell, Sr.  
Mayor

ATTEST:

\_\_\_\_\_  
Lynnette Jones  
City Clerk

## Exhibit A

Project Grants				
Number	Organization	Name of Project	Amt Req	Awarded
P11-1	A.V.A Ballet Theatre	2011-12 Season Support	\$ 10,000	<b>\$6,242</b>
P11-2	Black Rock Arts Foundation	Spire of Fire	\$ 10,000	<b>\$8,025</b>
P11-3	Bruka Theatre of The Sierra	2011-12 Season	\$ 10,000	<b>\$6,242</b>
P11-4	KNPB Channel 5	Dr. Kosta; Cooking from the Heart	\$ 10,000	<b>\$0</b>
P11-5	Lake Tahoe Shakespeare Festival	InterACT-Educational Outreach Program	\$ 5,028	<b>\$3,138</b>
P11-7	Nevada Opera Association	44th Season 2011-12 Production	\$ 10,000	<b>\$6,242</b>
P11-8	Nevada Shakespeare Company	Shakespeare in Summer School	\$ 10,000	<b>\$0</b>
P11-9	Pioneer Center for the Performing Arts	Pioneer Center Youth Programs	\$ 10,000	<b>\$8,025</b>
P11-10	Reno Chamber Orchestra	2011-12 Season and Activities	\$ 10,000	<b>\$7,134</b>
P11-11	Reno Film Festival	12th Annual Reno Film Festival	\$ 5,000	<b>\$3,567</b>
P11-12	Reno Jazz Orchestra	Jazz On the Roof	\$ 5,000	<b>\$3,121</b>
P11-13	Reno Little Theatre	2011-12 Season Production Support	\$ 5,000	<b>\$3,567</b>
P11-14	Reno Philharmonic Association	Young People's Concert	\$ 10,000	<b>\$8,025</b>
P11-15	Reno Pops Orchestra	2011-12 Season Support	\$ 3,000	<b>\$0</b>
P11-16	Sheppard Fine Arts Gallery-OBO- UNR	Sheppards Gallery 2011-2012 Season	\$ 10,000	<b>\$7,134</b>
P11-17	Sierra Arts Foundation	Elder Care Concert Series	\$ 7,500	<b>\$6,019</b>
P11-18	Sierra Nevada Ballet	Holiday Event with Reno Jazz Orchestra	\$ 10,000	<b>\$6,242</b>
P11-19	Sierra School of Performing Arts	Broadway Bits Production Support	\$ 3,000	<b>\$1,873</b>
P11-20	Sierra Water Color Society	Art Angels Classes in Reno Schools	\$ 2,600	<b>\$1,620</b>
P11-21	Sierra Women's Ensemble dba BELLA VOCE	2011-12 Concert Season	\$ 5,000	<b>\$3,121</b>
P11-22	The Holland Project	Workshop Series	\$ 5,000	<b>\$4,013</b>
P11-23	TheatreWorks of Northern Nevada	2011-12 Season Support	\$ 3,000	<b>\$1,873</b>
P11-24	TOCCATA	9/11 Memorial Concert 10th Anniversary	\$ 10,000	<b>\$0</b>
P11-25	UNR Dance Department	Spring Dance Concert	\$ 10,000	<b>\$7,134</b>
P11-26	UNR Extended Studies	Reno Jazz Festival	\$ 10,000	<b>\$8,025</b>
P11-27	UNR School of Arts	Performing Arts Series	\$ 10,000	<b>\$6,242</b>
P11-28	UNR Theatre Department	Nevada Repertory Company 2011-12 Season	\$ 10,000	<b>\$6,242</b>
P11-29	VSA Nevada	Arts for All Kids	\$ 10,000	<b>\$7,134</b>
			<b>\$219,128</b>	<b>\$130,000</b>

ARTS AND CULTURE COMMISSION

PROJECT GRANT CONTRACT P11-

Applicant Name



## TABLE OF CONTENTS

Page(s)	
RECITALS.....	1
ARTICLE 1 Definitions and Attachments.....	2
1.1 Allowable Costs .....	2
1.2 City Staff.....	2
1.3 Project.....	2
1.4 Grant Funds.....	2
1.5 Project Coordinator.....	2
ARTICLE 2 Grant Funding.....	2
2.1 Funding Amount.....	2
2.2 Funding Restriction.....	2
2.3 Reduction in Funding.....	2
2.4 Termination.....	2
2.5 Budget Form.....	2
2.6 Duty to Provide Funding.....	3
2.7 Request for Reimbursement.....	3
2.8 Record Inspection and Retention.....	3
2.9 Funding Out.....	3
ARTICLE 3 Use of Grant Funds.....	3
3.1 Allowable Costs.....	3
3.2 Restrictions on Use.....	4
ARTICLE 4 Additional Terms.....	5
4.1 Indemnification of the City of Reno.....	5
4.2 Insurance.....	5
4.3 Legal Actions Against Grantee.....	5
4.4 Authority to enter into this Contract.....	5
4.5 Assignment of this Contract.....	5
4.6 No Joint Enterprise or Other Entity.....	5
4.7 Compliance with Applicable Law.....	6
4.8 Interpretation and Severability.....	6
4.9 Modification.....	6
4.10 Benefits.....	6
4.11 Notices.....	6

## **ARTS AND CULTURE COMMISSION PROJECT GRANT CONTRACT**

This agreement ("Agreement") is entered into at Reno, Nevada, this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Reno, State of Nevada (the "City"), and \_\_\_\_\_ ("Grantee").

### **RECITALS**

This Agreement is entered into based upon the following:

A. Arts and Culture Commission was created by the Reno City Council to encourage quality and excellence by area artists and cultural organizations, and to strengthen the awareness and involvement of all citizens in the community's cultural life, both in heritage and in contemporary expressions within the City of Reno.

B. The City desires to provide grant funding for programs or events meeting certain criteria and furthering specific goals and objectives set by the Arts and Culture Commission.

C. Grantee has made application to the City for grant funding for a cultural program or activity to be conducted by Grantee by the submission of a completed 2011-12 Application and Guidelines for Arts & Culture Project Grants to organizations ("hereafter referred to as the "Application and Guidelines"). A copy of the Application and Guidelines is attached as Exhibit A. All terms and conditions of the Application and Guidelines are incorporated herein by this reference.

D. Grantee's Application and Guidelines have been submitted to and reviewed by the Arts and Culture Commission Grants Committee.

E. Grantee represents that all statements made by Grantee in the Application and Guidelines are true and correct to the best of its knowledge.

F. Based upon the recommendation of the Arts and Culture Commission Grants Committee, and the Arts and Culture Commission, the City has approved distribution of up to a specified sum of funds to Grantee pursuant to the terms and conditions of this Agreement provided that the funding of this grant is approved by City Council through the budget for the applicable fiscal year and provided that Grantee complies with all terms and conditions of this Agreement, which incorporates

the terms and conditions set forth in the Application and Guidelines.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the Agreement by this reference, the parties mutually agree as follows:

#### **Article 1**

##### **Definitions and Attachments**

**1.1 "Allowable Costs"** shall mean all costs properly incurred by the Grantee in accordance with Article 3 of this Agreement.

**1.2 "City Staff"** shall the person identified as the City's contract administrator in Section 4.11 of this Agreement.

**1.3 "Project"** shall mean the cultural program, activity or event described in Grantee's Application and Guidelines.

**1.4 "Grant Funds"** shall mean those funds disbursed to Grantee pursuant to the terms and conditions set forth in this Agreement.

**1.5 "Project Coordinator"** shall mean the individual designated by Grantee as its primarily point-of-contact for the administration of the Project.

#### **Article 2**

##### **Grant Funding**

**2.1 Funding Amount.** In exchange for Grantee's performance of this Agreement, and following receipt by City Staff of satisfactory post-project documentation as specified hereafter, City agrees to disburse Grant Funds to Grantee in a total amount not-to-exceed \$\_\_\_\_\_.

**2.2 Funding Restriction.** It is understood and agreed that the amount of Grant Funds distributed under this Agreement will not exceed a sum equal to fifty percent (50%) of the actual Allowable Costs incurred by Grantee in conducting the Project, and the available Grant Funds shall be automatically reduced as required to comply with this restriction.

**2.3 Reduction in Funding.** City reserves the right to reduce the amount of Grant Funds disbursed to Grantee upon determination by City Staff that Grantee has failed to comply with any material term or condition of this Agreement.

**2.4 Termination.** This Agreement may be terminated at any time by written notice from either party, with or without cause. In the event of such termination, Grantee shall be paid for all satisfactory work, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved.

**2.5 Budget Form.** Grantee agrees that the Budget Form submitted by Grantee as part of the Application will constitute the "approved budget" for the Project and that any modification, addition, deletion, or any other change to the approved budget must be submitted in writing to City Staff by the Project Coordinator. In the absence of a City Council action increasing the not-to-exceed amount set forth in this Article, in no event shall City be obligated to reimburse Grantee for any costs in excess of the amount set forth in Section 2.1, whether or not those excess costs were incurred pursuant to this Agreement at the direction of City Staff.

**2.6 Duty to Provide Funding.** Grantee agrees to obtain, incur and document, all expenses, costs, and any other liabilities necessary to conduct the Project and to pay when due, all such expenses, costs and liabilities. The City's obligation to provide Grant Funds pursuant to this Agreement is contingent upon Grantee's timely payment of creditors. In addition, the duty to provide funding is contingent on the approval of funding for this grant in the budget by City Council for the applicable fiscal year.

**2.7 Request for Reimbursement.** Within forty-five (45) days following completion of the Project, Grantee agrees to request reimbursement of Allowable Costs incurred and paid by Grantee in accordance with the approved budget. Grantee's request for reimbursement shall include a financial report containing a detailed description of all Project related revenues, expenses, attendance numbers and marketing materials.

**2.8 Record Inspection and Retention.** City Staff or its representative shall have the right to inspect and copy the records of Grantee upon reasonable notice. In addition, if an audit has been performed or is commenced during the term of this Agreement which pertain to Grantee, a copy of such audit shall be provided to the City. Grantee agrees to keep its books in accordance with an approved bookkeeping system, to retain its books and records, including all records relating to the Project, for a period of three (3) years following completion of the Project, and to make such books and records available for

inspection by City Staff, or other designated representative of the City, at any time from the effective date of this Agreement until expiration of the required retention period. Grantee understands that Public Records may be open to public inspection and copying under N.R.S. Chapter 239.

**2.9 Funding Out.** Notwithstanding any other provision of this agreement, in the event that the City has failed to appropriate or budget funds for the purposes specified in this agreement, or that the City has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes in this Agreement, the City's obligation to fund any unpaid amounts shall be modified or eliminated in accordance with the City's appropriations or budget decision and the Agreement shall be deemed so modified or terminated without penalty, charge or sanction.

### **Article 3**

#### **Use of Grant Funds**

**3.1 Allowable Costs.** Unless specified in writing by City Staff, costs incurred by Grantee in the conduct of the Project for which Grantee may receive Grant Funds as reimbursement, are generally limited to the following:

- 3.1.1 Administrative. Payments for employee salaries, and benefits specifically identified in the Application and Guidelines, for executive and supervisory administrative staff, program directors, managing directors, and support staff.
- 3.1.2 Artistic. Payments for employee salaries and benefits specifically identified in the Application and Guidelines, for artistic directors, conductors, curators, composers, choreographers, designers, visual, performing and literary artists.
- 3.1.3 Technical/Production. Payments for employee salaries, wages, and benefits specifically identified with the Application and Guidelines for technical management, such as, technical directors, wardrobe, lighting, sound crew, stage crews, video and film technicians and preparers of exhibits.

- 3.1.4 Outside Artistic Fees and Services. Payments to firms or persons for the services of individuals who are not considered employees of the applicant, whose services are specifically identified in the Application and Guidelines, including artistic directors, conductors, curators, composers, choreographers, designers, visual, performing and literary artists serving in non-employee/non-staff capacities. If an expense is for a group of persons, the number and description of the members of the group must be specified.
- 3.1.5 Space Rental. Payments specifically identified with the rental of the offices, rehearsal, performance, theater, and exhibition space.
- 3.1.6 Marketing. Costs for marketing, publicity, or promotion specifically identified in the Application and Guidelines. Do not include payments to individuals or firms which belong under "Personnel." Costs may include advertising, printing, and postage related to marketing.
- 3.1.7 Operating Costs. Remaining expenses which cannot be identified in any of the previously listed allowable cost categories and are specifically identified in the Application and Guidelines. These costs may include purchase/rental of scripts and scores, costumes, sets, props, equipment, electricity, telephone, storage, general postage, supplies, royalties, insurance, and shipping expenses.

**3.2 Restrictions on Use.** Grant Funds may not be utilized for payment of any of the following:

- 3.2.1 Bad Debts. Losses, deficits, and debts incurred from the Project or any past activities.
- 3.2.2 Capital Expenditures. The cost of permanent equipment, construction, and repairs which increase the value or useful life of buildings or equipment, nor for the acquisition of a building or land, or any interest therein.
- 3.2.3 Entertainment Costs. Hospitality, reception and amusement activities, beverages, gratuities, local

travel and/or subsistence.

- 3.2.4 Violation of Laws. Costs resulting from violations of or failure of the organization or individual to comply with federal, state, and local laws and regulations.
- 3.2.5 Interest. Interest of any kind paid on loans, notes, borrowed funds, or for any other reason, however presented.
- 3.2.6 Reserve Funds. Contributions to a reserve fund or any similar provision.
- 3.2.7 Scholarships and Awards. Payment or contribution to any form of scholarship, award, research stipend, or funding of educational expenses or costs for students.
- 3.2.8 Lobbying. Costs of publicity or production of materials intended to support, defeat or otherwise influence legislation of any kind by Federal, State, or Local governments.
- 3.2.9 Litigation Fees. Legal fees or litigation costs, debt collection costs, contribution, donation and losses on this grant or other grant agreements.
- 3.2.10 Other. Any other cost or expense which the City Staff, in its sole discretion, deems to be inappropriate.

#### **Article 4 Additional Terms**

**4.1 Indemnification of the City of Reno.** Neither the City, City Staff, Arts and Culture Commission, nor Arts and Culture Commission Grants Committee personnel shall be responsible or liable for any debt, action, obligation, negligence or liability committed or incurred by the Grantee, its staff or clientele, and Grantee hereby agrees to indemnify, defend, and hold harmless the City, City Staff, Arts and Culture Commission, Arts and Culture Commission Grants Committee, and each of them, their employees, agents and volunteers, from and against any and all claims, liabilities, and damages of any kind, including reasonable attorney's fees and costs arising from or relating to any breach of any of the terms and conditions of this Agreement.

No payment, final or otherwise, shall operate to release the Grantee from any legal obligation under this provision.

**4.2 Insurance.** If Grantee has general liability insurance, the City shall be named as an additional insured for the term of this Agreement, and for a period of two years after receipt of the grant funds. The City shall be provided a copy of a certificate of insurance issued by an authorized representative of the insurance carrier.

**4.3 Legal Actions against Grantee.** If any legal action of any nature is filed against the Grantee, Grantee shall notify City Staff within three (3) days of receipt of complaint.

**4.4 Authority to enter into this Contract.** Grantee hereby represents and warrants that the undersigned person signing as an officer on behalf of Grantee has authority to enter into this Agreement on behalf of Grantee and to bind the same to this Agreement, and further, that there are no restrictions or prohibitions contained in any article of incorporation or bylaws of Grantee against entering into this Agreement.

**4.5 Assignment of this Contract.** This Agreement is not assignable.

**4.6 No Joint Enterprise or Other Entity.** It is understood and agreed that no employee of the Grantee nor any other person or company hired by Grantee in connection with the Project or otherwise shall, under any circumstance, be deemed to be an employee or member of the City, Arts and Culture Commission, nor Arts and Culture Commission Grants Committee. This Agreement shall not be construed to create any form of partnership, joint venture, employer-employee relationship, principal-agent relationship, or other common entity or enterprise of any kind, between the parties.

**4.7 Compliance with Applicable Law.** Grantee shall comply with all applicable Federal, State and Local laws and regulations, including but not limited to business licensing requirements, worker's compensation and wage and hour laws.

**4.8 Interpretation and Severability.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall be interpreted in accordance with the laws of the State of Nevada. If any provision of this Agreement or its application is held





IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date entered on the first page hereof.

**GRANTOR:**

City of Reno

By:

\_\_\_\_\_  
Robert A. Cashell, Sr.  
Mayor

**GRANTEE:**

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:  
\_\_\_\_\_

ATTEST

\_\_\_\_\_  
Lynnette R. Jones  
City Clerk

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
Creig Skau  
Deputy City Attorney

# STAFF REPORT

**To:** Mayor and City Council

Agenda Item: H.4

Date: 4-6-2011

**Thru:** Kevin Knutson, Interim City Manager

H.4

**Subject : Staff Report: Resolution No. Resolution granting approval of \$62,350 to 15 Arts and Culture Organizations for FY2011/12 Cultural Event Grants (General Fund).**

**H.4.1 Approval of Agreements with 15 Arts and Culture Organizations for FY2011/12 Cultural Event Grants.**

**From:** Christine A. Fey, Resource Development and Cultural Affairs Manager

**Summary:** On February 7, 2011 the Reno Arts and Culture Commission reviewed the Grant Panel recommendation to fund 15 Cultural Event Grants for FY2011/12 (Exhibit A) and recommended Council approval of those agreements. Staff recommends Council adoption of a resolution to allocate Cultural Event Grants in the amount of \$62,350 to 15 Arts and Culture Organizations.

**Background:** The Grant Panel meets in January each year to allocate the next year's grants so the money will be available in time for summer events. Each organization will sign an individual agreement for the event in the amount listed in Exhibit A. A copy of the standard agreement is attached.

**Discussion:** On January 18, 2011 the Reno Arts and Culture Commission Grant Panel reviewed 15 Cultural Event Grant Applications. The Grant Panel recommended that all 15 organizations receive some funding (Exhibit A.) On February 7, 2011 the Reno Arts and Culture Commission reviewed the recommendation of the Grants Panel. The Commission only received 15 applications this year and upheld the Panel's recommendation to fund 15 grants, which is significantly fewer than in past years. On March 1, 2010 the Commission reaffirmed that the Cultural Event Grants are the Commission's priority due to the fact that these grants allow arts and culture organizations to offer events and programs that are free to the public (some of which occur during Artown) which is especially important to Reno citizens and visitors during these difficult economic times. Of the 15 grants, nine focus on Youth and the remaining six include Youth and Seniors in their audiences and programs.

Last year the Reno Arts and Culture Commission provided staff with priorities regarding budget reductions requested by City Management. The Commission determined that the Project Grants are the highest priority for funding, followed by the Cultural Event Grants, using several criteria for Grants and Sponsorships including support for projects that:

1. Support local arts organizations and artists which build the local arts industry,

2. Generate taxes,
3. Provide infrastructure for the arts in our community,
4. Provide year around productions and events,
5. Balance disciplines (ie., performing arts and visual arts),
6. Are community based programs rather than promoter or presenter organizations,
7. Discourage financial dependency on City funding.

**Financial Implications:** The FY2010/11 PRCS adopted budget included \$64,000 for the Cultural Event Grant Program. In light of current economic conditions and using the criteria given above, this year's Grant Panel only recommended funding \$62,350 to 15 applicants. The funding is included in the proposed FY 2011/12 PRCS budget. Grant agreements state that they are subject to City Council approval of the agreement and budget.

**Legal Implications:** NRS 268.028(2) states that the governing body or its authorized representative may make grants by resolution to nonprofit organizations created for religious, charitable or educational purposes to be used for any purpose which will provide a substantial benefit to the inhabitants of the city. The statute also permits imposition of conditions on the grant, which may be done in the form of an agreement, as attached hereto.

**Recommendation:** Staff recommends Council adoption of Resolution No. \_\_\_\_\_, including approval of the contracts to the Arts and Culture Organizations included in Exhibit A, and authorization for the Mayor to sign.

**Proposed Motion:** I move to adopt Resolution No. \_\_\_\_\_ and approve the 15 agreements.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION GRANTING APPROVAL OF \$62,350 TO ARTS AND CULTURE ORGANIZATIONS FOR FY2011/12 CULTURAL EVENT GRANTS.**

WHEREAS, the City of Reno may grant funds to a nonprofit organization created for religious, charitable or educational purposes pursuant to NRS 268.028 when such expenditure provides a substantial benefit to the inhabitants of the City; and

WHEREAS, each of the entities identified in Exhibit A is a qualifying non-profit corporation which has requested funds to provide various arts and cultural events in our community which will be free and open to the public; and

WHEREAS, the City of Reno finds the grants will substantially benefit the inhabitants of the City by providing free arts and cultural events to the citizens; and

WHEREAS, the attached form of agreement provides proper conditions for the grants;

NOW, THEREFORE, BE IT RESOLVED that the City of Reno approves grants to the organizations listed in Exhibit A in the amounts set forth in Exhibit A, to be used as designated in and subject to the conditions as set forth in agreements to be in the attached form.

Upon motion by Council member \_\_\_\_\_, seconded by Council

Member \_\_\_\_\_, the foregoing Resolution was passed and adopted this \_\_\_\_ day of \_\_\_\_\_ by the following vote:

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Robert A. Cashell, Sr.  
Mayor

ATTEST:

\_\_\_\_\_  
Lynnette Jones  
City Clerk

**-Exhibit A-                      2011-2012                      Cultural Event Grants**

<b>Number</b>	<b>Organization</b>	<b>Name of Project</b>	<b>Amt Req</b>	<b>Awarded</b>
CE11-1	BOR,NSHE, obo UNR-Sheppard Fine Arts Gallery	Visiting Artist Gallery Live-In!	\$ 5,000	\$4,500
CE11-2	Controlled Burn Inc.	Compression! Art and Fire	\$ 5,000	\$4,250
CE11-3	InnerRythms Inc.	Rhythm of CHANGE	\$ 5,000	\$4,250
CE11-4	Nevada Museum of Art	Hands/ON! Family Sunday Program	\$ 5,000	\$4,250
CE11-5	Nevada Opera Association	Opera in Blue Jeans	\$ 5,000	\$4,250
CE11-6	Reno Irish Dance Company	A Celtic Summers' Eve	\$ 5,000	\$4,000
CE11-7	Reno Jazz Orchestra	The Reno Club- Celebrating Count Basie	\$ 5,000	\$4,250
CE11-8	Sierra Arts Foundation	Sierra Arts Gallery	\$ 5,000	\$4,750
CE11-9	Sierra Foundation	Reno Turkish Festival	\$ 5,000	\$4,000
CE11-10	Sierra Nevada Ballet	Dancing by the River	\$ 5,000	\$4,000
CE11-11	Sierra Nevada Guitar Society	Artown Classical Guitar Concert	\$ 2,000	\$1,600
CE11-12	The Holland Project	FiveStop: Celebration of Art, Music, Bikes & Film	\$ 5,000	\$4,750
CE11-13	The Note-Ables	Signed, Sealed, Delivered: The Sounds of Motown	\$ 5,000	\$4,500
CE11-14	TheatreWorks	James and the Giant Peach	\$ 5,000	\$4,500
CE11-15	VSA Nevada	The Lake Mansion Jingles and Youth Art Month Festival	\$ 5,000	\$4,500
			<b>\$72,000</b>	<b>\$62,350</b>

ARTS AND CULTURE COMMISSION

CULTURAL EVENTS GRANT CONTRACT CE11

Applicant Name

## TABLE OF CONTENTS

<b>Page(s)</b>	
RECITALS.....	1
ARTICLE 1 Definitions and Attachments.....	2
1.1 Allowable Costs .....	2
1.2 City Staff.....	2
1.3 Event.....	2
1.4 Grant Funds.....	2
1.5 Event Coordinator.....	2
ARTICLE 2 Grant Funding.....	2
2.1 Funding Amount.....	2
2.2 Funding Restriction.....	2
2.3 Reduction in Funding.....	2
2.4 Termination.....	2
2.5 Budget Form.....	2
2.6 Duty to Provide Funding.....	2
2.7 Request for Reimbursement.....	3
2.8 Record Inspection and Retention.....	3
2.9 Funding Out.....	3
ARTICLE 3 Use of Grant Funds.....	3
3.1 Allowable Costs.....	3
3.2 Restrictions on Use.....	4
ARTICLE 4 Additional Terms.....	5
4.1 Indemnification of the City of Reno.....	5
4.2 Insurance.....	5
4.3 Legal Actions Against Grantee.....	5
4.4 Authority to enter into this Contract.....	5
4.5 Assignment of this Contract.....	5
4.6 No Joint Enterprise or Other Entity.....	5
4.7 Compliance with Applicable Law.....	5
4.8 Interpretation and Severability.....	6
4.9 Modification.....	6
4.10 Benefits.....	6
4.11 Notices.....	6



**ARTS AND CULTURE COMMISSION CULTURAL EVENTS GRANT**  
**CONTRACT**

This agreement ("Agreement") is entered into at Reno, Nevada, this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Reno, \_\_\_\_\_ State of Nevada (the "City"), and \_\_\_\_\_ ("Grantee").

**RECITALS**

This Agreement is entered into based upon the following:

A. The Reno Arts and Culture Commission was created by the Reno City Council to encourage quality and excellence by area artists and cultural organizations, and to strengthen the awareness and involvement of all citizens in the community's cultural life, both in heritage and in contemporary expressions within the City of Reno.

B. The City desires to provide grant funding for programs or Events meeting certain criteria and furthering specific goals and objectives set by the Reno Arts and Culture Commission.

C. Grantee has made application to the City for grant funding for a cultural program or activity to be conducted by Grantee by the submission of a completed 2011-12 Application and Guidelines for Arts & Culture Grants to Organizations ("hereafter referred to as the "Application and Guidelines"). A copy of the Application and Guidelines is attached as Exhibit A. All terms and conditions of the Application and Guidelines are incorporated herein by this reference.

D. Grantee's Application and Guidelines have been submitted to, and reviewed by, the Reno Arts and Culture Commission Grants Committee.

E. Grantee represents that all statements made by Grantee in the Application and Guidelines are true and correct to the best of its knowledge.

F. Based upon the recommendation of the Reno Arts and Culture Commission Grants Committee, and the Reno Arts and Culture Commission, the City has approved distribution of up to a specified sum of funds to Grantee pursuant to the terms and conditions of this Agreement provided that the funding of this grant is approved by City Council through the budget for the

applicable fiscal year and provided that Grantee complies with all terms and conditions of this Agreement, which incorporates the terms and conditions set forth in the Application and Guidelines.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the Agreement by this reference, the parties mutually agree as follows:

///  
///

## **Article 1**

### **Definitions and Attachments**

**1.1 "Allowable Costs"** shall mean all costs properly incurred by the Grantee in accordance with Article 3 of this Agreement.

**1.2 "City Staff"** shall the person identified as the City's contract administrator in Section 4.11 of this Agreement.

**1.3 "Event"** shall mean the cultural program or activity described in Grantee's Application and Guidelines.

**1.4 "Grant Funds"** shall mean those funds disbursed to Grantee pursuant to the terms and conditions set forth in this Agreement.

**1.5 "Event Coordinator"** shall mean the individual designated by Grantee as its primarily point-of-contact for the administration of the Event.

## **Article 2**

### **Grant Funding**

**2.1 Funding Amount.** In exchange for Grantee's performance of this Agreement, and following receipt by City Staff of satisfactory post-Event documentation as specified hereafter, City agrees to disburse Grant Funds to Grantee in a total amount not-to-exceed \$ \_\_\_\_\_.

**2.2 Funding Restriction.** It is understood and agreed that the amount of Grant Funds distributed under this Agreement will not exceed the award amount for Allowable Costs incurred by Grantee, and the available Grant Funds shall be automatically

reduced as required to comply with this restriction. Further, the Event will take place in an Arts and Culture District or Downtown.

**2.3 Reduction in Funding.** City reserves the right to reduce the amount of Grant Funds disbursed to Grantee upon determination by City Staff that Grantee has failed to comply with any material term or condition of this Agreement.

**2.4 Termination.** This Agreement may be terminated at any time by written notice from either party, with or without cause. In the event of such termination, Grantee shall be paid for all satisfactory work, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

**2.5 Budget Form.** Grantee agrees that the Budget Form submitted by Grantee as part of the Application will constitute the "approved budget" for the Event and that any modification, addition, deletion, or any other change to the approved budget must be submitted in writing to City Staff, by the Event Coordinator. In the absence of a City Council action increasing the not-to-exceed amount set forth in this Article, in no event shall City be obligated to reimburse Grantee for any costs in excess of the amount set forth in Section 2.1, whether or not those excess costs were incurred pursuant to this Agreement at the direction of City Staff.

**2.6 Duty to Provide Funding.** Grantee agrees to obtain, incur and document, all expenses, costs, and any other liabilities necessary to conduct the Event and to pay when due, all such expenses, costs and liabilities. The City's obligation to provide Grant Funds pursuant to this Agreement is contingent upon Grantee's timely payment of creditors. In addition, the duty to provide funding is contingent on the approval of funding for this grant in the budget by City Council for the applicable fiscal year.

**2.7 Request for Reimbursement.** Within forty-five (45) days following completion of the Event, Grantee agrees to request payment in writing. Grantee's request for payment shall include a financial report containing a detailed description of all revenues, expenses, attendance numbers and marketing materials related to the Event.

**2.8 Record Inspection and Retention.** City Staff or its representative shall have the right to inspect and copy the records of Grantee upon reasonable notice. In addition, if an audit has been performed or is commenced during the term of this Agreement which pertain to Grantee, a copy of such audit shall be provided to the City. Grantee agrees to keep its books in accordance with an approved bookkeeping system, to retain its books and records, including all records relating to the, for a period of three (3) years following completion of the Event, and to make such books and records available for inspection by City Staff, or other designated representative of the City, at any time from the effective date of this Agreement until expiration of the required retention period. Grantee understands that public records may be open to public inspection and copying under N.R.S. Chapter 239.

**2.9 Funding Out.** Notwithstanding any other provision of this agreement, in the event that the City has failed to appropriate or budget funds for the purposes specified in this agreement, or that the City has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes in this Agreement, the City's obligation to fund any unpaid amounts shall be modified or eliminated in accordance with the City's appropriations or budget decision and the Agreement shall be deemed so modified or terminated without penalty, charge or sanction.

### **Article 3 Use of Grant Funds**

**3.1 Allowable Costs.** Unless specified in writing by City Staff, costs incurred by Grantee in the conduct of the Event for which Grantee may receive Grant Funds as reimbursement, are generally limited to the following:

3.1.1 Administrative. Payments for employee salaries, and benefits specifically identified in the Application and Guidelines, for executive and supervisory administrative staff, program directors, managing directors, and support staff.

3.1.2 Artistic. Payments for employee salaries and benefits specifically identified in the Application and Guidelines, for artistic directors, conductors, curators, composers, choreographers, designers, visual, performing and literary artists.

- 3.1.3 Technical/Production. Payments for employee salaries, wages, and benefits specifically identified with the Application and Guidelines for technical management, such as, technical directors, wardrobe, lighting, sound crew, stage crews, video and film technicians and preparers of exhibits.
- 3.1.4 Outside Artistic Fees and Services. Payments to firms or persons for the services of individuals who are not considered employees of the applicant, whose services are specifically identified in the Application and Guidelines, including artistic directors, conductors, curators, composers, choreographers, designers, visual, performing and literary artists serving in non-employee/non-staff capacities. If an expense is for a group of persons, the number and description of the members of the group must be specified.
- 3.1.5 Space Rental. Payments specifically identified with the rental of the offices, rehearsal, performance, theater, and exhibition space.
- 3.1.6 Marketing. Costs for marketing, publicity, or promotion specifically identified in the Application and Guidelines. Do not include payments to individuals or firms which belong under "Personnel." Costs may include advertising, printing, and postage related to marketing.
- 3.1.7 Operating Costs. Remaining expenses which cannot be identified in any of the previously listed allowable cost categories and are specifically identified in the Application and Guidelines. These costs may include purchase/rental of scripts and scores, costumes, sets, props, equipment, electricity, telephone, storage, general postage, supplies, royalties, insurance, and shipping expenses.

**3.2 Restrictions on Use.** Grant Funds may not be utilized for payment of any of the following:

- 3.2.2 Bad Debts. Losses, deficits, and debts incurred from the Event or any past activities.

- 3.2.2 Capital Expenditures. The cost of permanent equipment, construction, and repairs which increase the value or useful life of buildings or equipment, nor for the acquisition of a building or land, or any interest therein.
- 3.2.11 Entertainment Costs. Hospitality, reception and amusement activities, beverages, gratuities, local travel and/or subsistence.
- 3.2.12 Violation of Laws. Costs resulting from violations of or failure of the organization or individual to comply with federal, state, and local laws and regulations.
- 3.2.13 Interest. Interest of any kind paid on loans, notes, borrowed funds, or for any other reason, however presented.
- 3.2.14 Reserve Funds. Contributions to a reserve fund or any similar provision.
- 3.2.15 Scholarships and Awards. Payment or contribution to any form of scholarship, award, research stipend, or funding of educational expenses or costs for students.
- 3.2.16 Lobbying. Costs of publicity or production of materials intended to support, defeat or otherwise influence legislation of any kind by Federal, State, or Local governments.
- 3.2.17 Litigation Fees. Legal fees or litigation costs, debt collection costs, contribution, donation and losses on this grant or other grant agreements.
- 3.2.18 Other. Any other cost or expense which the City Staff, in its sole discretion, deems to be inappropriate.

#### **Article 4**

##### **Additional Terms**

**4.1 Indemnification of the City of Reno.** Neither the City, its employees and agents, Reno Arts and Culture Commission, nor Reno Arts and Culture Commission Grants Committee personnel

shall be responsible or liable for any debt, action, obligation, negligence or liability committed or incurred by the Grantee, its employees, staff or clientele, and Grantee hereby agrees to indemnify, defend, and hold harmless the City, City Staff, Arts and Culture Commission, Arts and Culture Commission Grants Committee, and each of them, their employees, agents and volunteers, from and against any and all claims, liabilities, and damages of any kind, including reasonable attorney's fees and costs arising from or relating to any breach of any of the terms and conditions of this Agreement. No payment, final or otherwise, shall operate to release the Grantee from any legal obligation under this provision.

**4.2 Insurance.** If Grantee has general liability insurance, the City shall be named as an additional insured for the term of this Agreement, and for a period of two years after receipt of the grant funds. The City shall be provided a copy of a certificate of insurance issued by an authorized representative of the insurance carrier.

**4.3 Legal Actions against Grantee.** If any legal action of any nature is filed against the Grantee, Grantee shall notify City Staff within three (3) days of receipt of complaint.

**4.4 Authority to enter into this Contract.** Grantee hereby represents and warrants that the undersigned person signing as an officer on behalf of Grantee has authority to enter into this Agreement on behalf of Grantee and to bind the same to this Agreement, and further, that there are no restrictions or prohibitions contained in any article of incorporation or bylaws of Grantee against entering into this Agreement.

**4.5 Assignment of this Contract.** This Agreement is not assignable.

**4.6 No Joint Enterprise or Other Entity.** It is understood and agreed that no employee of the Grantee nor any other person or company hired by Grantee in connection with the Event or otherwise shall, under any circumstance, be deemed to be an employee or agent of the City, Reno Arts and Culture Commission, or Reno Arts Commission Grants Committee. This Agreement shall not be construed to create any form of partnership, joint venture, employer-employee relationship, principal-agent relationship, or other common entity or enterprise of any kind, between the parties.

**4.7 Compliance with Applicable Law.** Grantee shall comply with all applicable Federal, State and Local laws and regulations, including but not limited to business licensing requirements, worker's compensation and wage and hour laws.

**4.8 Interpretation and Severability.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall be interpreted in accordance with the laws of the State of Nevada. If any provision of this Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected.

**4.9 Modification.** This Agreement is the entire Agreement between the parties. This Agreement shall not be modified or amended nor shall any rights hereunder be waived, except by written instrument signed by both parties, and authorized by the City Council.

**4.10 Benefits.** This Agreement is entered into solely for the benefit of the parties hereto. It shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement.

**4.11 Notices.** Unless a different address is designated by a party in writing, all notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given by registered or certified mail, return receipt requested, postage prepaid thereon as follows:

CITY:  
Resource Development  
and Cultural Affairs  
Manager  
City of Reno  
925 Riverside Drive  
Reno, Nevada 89503

GRANTEE:

///  
///  
///



///

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date entered on the first page hereof.

**CITY:**

City of Reno

**GRANTEE:**

By:

\_\_\_\_\_  
Robert A. Cashell, Sr.  
Mayor

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_

ATTEST

\_\_\_\_\_  
Lynnette R. Jones  
City Clerk

APPROVED AS TO FORM:

By:

\_\_\_\_\_  
Creig Skau  
Deputy City Attorney

# STAFF REPORT

**To:** Mayor and City Council

Agenda Item: **H.5**

Date: **4-6-2011**

**Thru:** Kevin Knutson, Acting City Manager

H.5

**Subject : Staff Report: Resolution No. Resolution declaring the City of Reno's intention to annex territory identified as Tier 1 Annexation Areas in the certified 2010-2017 City of Reno Annexation Program and further described by the attached Assessor Parcel Numbers (Exhibit A).**

**From:** Nathan Gilbert, AICP, Associate Planner, Community Development

**Summary:** This is a resolution declaring the City of Reno's intention to annex territory identified as Tier 1 Annexation Areas in the certified 2010-2017 City of Reno Annexation Program and ordering a plat of said territory. Staff recommends Council adoption of the resolution.

## **Previous Council Action:**

March 23, 2011      The City Council accepted the report and initiated the annexation process pursuant to NRS 268.636 for those areas identified as "Tier 1 Annexation Areas" in the City of Reno Annexation Program 2010-2017.

Ayes:                      Aiazzi, Cashell, Dortch, Gustin, Hascheff, Sferrazza, Zadra  
Nays:                      None  
Abstain:                      None                      Absent:

August 18, 2010      The City Council adopted the 2010-2017 Annexation Program as Exhibit A of Reno Municipal Code Section 18.04.203 through Resolution 7500.

Ayes:                      Cashell, Dortch, Gustin, Hascheff, Sferrazza, Zadra  
Nays:                      None  
Abstain:                      None                      Absent:                      Aiazzi

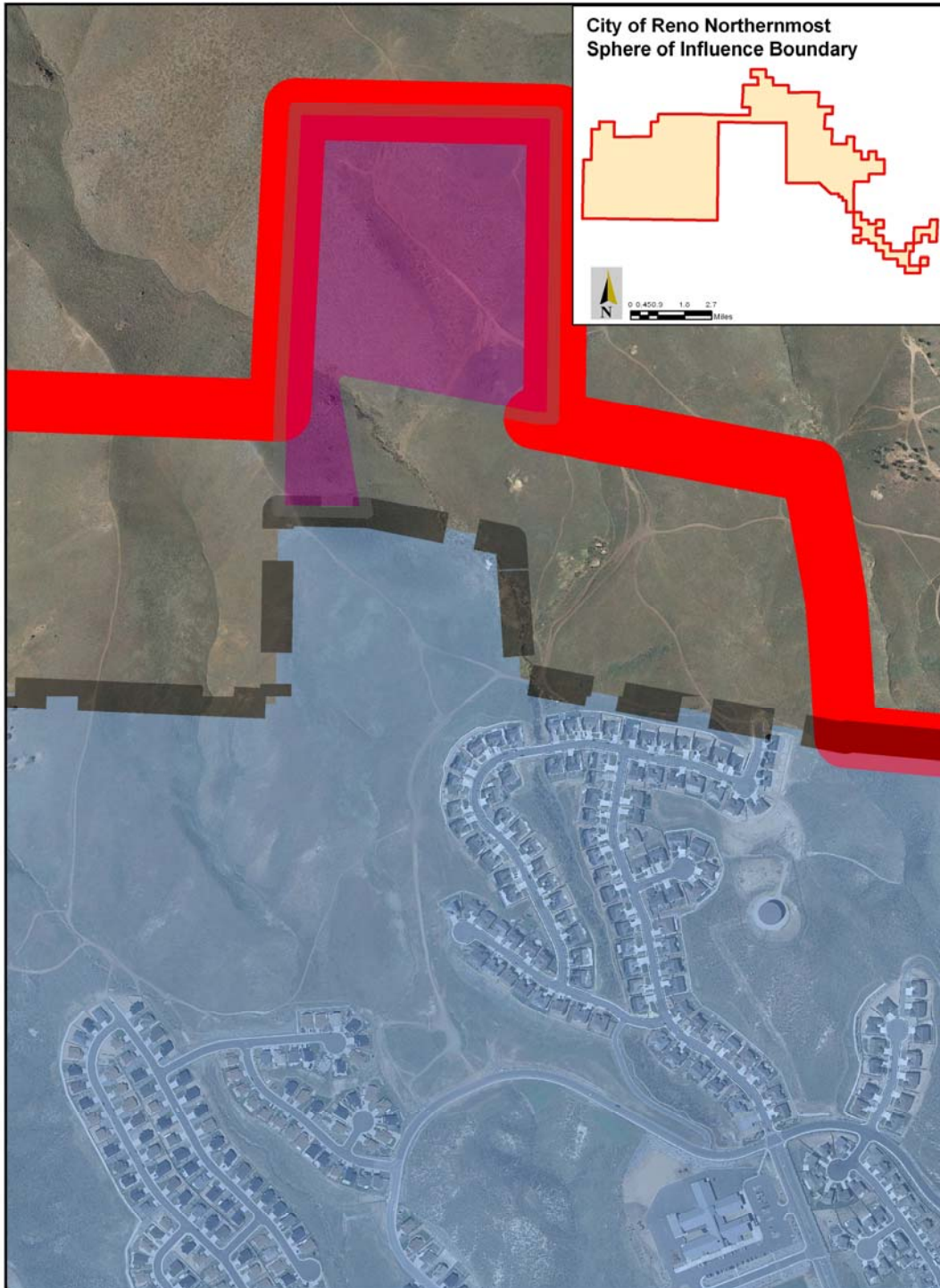
**Background:** At the March 23, 2011 meeting, Councilman Aiazzi requested additional mapping of the Tier 1 areas illustrated in the Gold Ranch portion of the West 4<sup>th</sup> Street TOD Plan and the McQueen Neighborhood Plan. Higher resolution maps of these areas have been attached for the Council's review.

**Financial Implications:** This resolution declares the Council's intention to produce a plat of the proposed annexation areas as required by State law. An agreement with Lumos & Associates to develop this plat is also on the April 6, 2011 Council agenda. Costs are estimated at \$78,750 and more specifically discussed in that item's supporting materials. Funds are not budgeted for this

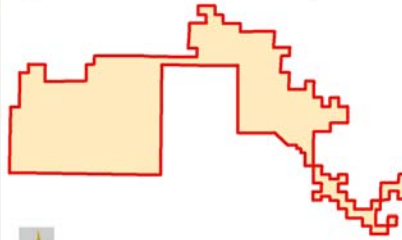
cost. Funds are available from Stabilization and could be repaid in Fiscal Year 2011/12 from additional property taxes generated for the General Fund of approximately \$600,000.

**Recommendation:** Staff recommends Council adoption of Resolution No.\_\_\_\_\_.





**Proposed Motion:** I move to adopt Resolution No.\_\_\_\_\_.



City of Reno Northernmost  
Sphere of Influence Boundary



**Map 1 - Tier 1 Annexation Areas**

-  Existing County Island
-  Tier 1 Annexation
-  Reno City Limits
-  Reno Sphere of Influence



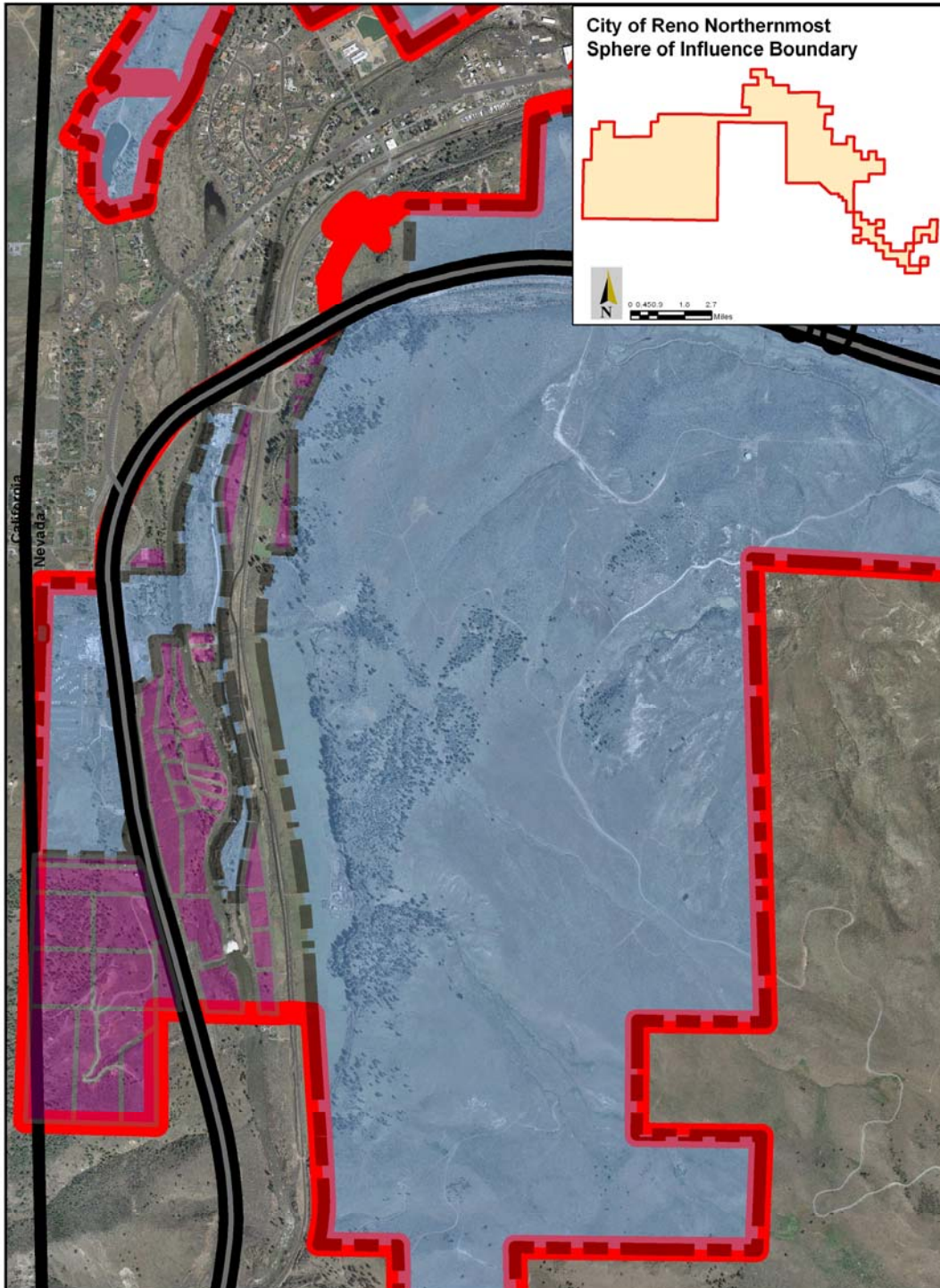
Community Development  
Department

450 Sinclair Street  
P.O. Box 1900  
Reno, NV 89505





Phone: 334-2063  
Fax: 334-2043  
www.cityofreno.com



The information hereon is approximate and is intended for display purposes only. Reproduction is not permitted. For additional information, please contact the City of Reno Community Development Department.  
Map Produced March 26, 2011



**Map 1 - Tier 1 Annexation Areas**

-  Existing County Island
-  Tier 1 Annexation
-  Reno City Limits
-  Reno Sphere of Influence



Community Development  
Department

450 Sinclair Street  
P.O. Box 1900  
Reno, NV 89505

Phone: 334-2063  
Fax: 334-2043  
www.cityofreno.com

Created: 1/10/2010

0 0.04 0.08 0.16 0.24 Miles

The information hereon is approximate and is intended for display purposes only. Reproduction is not permitted. For additional information, please contact the City of Reno Community Development Department.

Map Produced March 26, 2011

**RESOLUTION DECLARING THE CITY OF RENO'S INTENTION TO ANNEX TERRITORY IDENTIFIED AS TIER 1 ANNEXATION AREAS IN THE CERTIFIED 2010-2017 CITY OF RENO ANNEXATION PROGRAM AND FURTHER DESCRIBED BY THE ATTACHED ASSESSOR PARCEL NUMBERS (EXHIBIT A) AND TO ORDER PLAT OF THE TERRITORY TO BE FILED IN THE OFFICE OF THE CITY CLERK.**

NOW, THEREFORE, BE IT RESOLVED that the City of Reno does hereby declare its intention to annex territory identified as Tier 1 Annexation Areas in the certified 2010-2017 City of Reno Annexation Program and further described by the attached assessor parcel numbers (Exhibit A) and to order a plat of said territory to be filed in the office of the City Clerk.

//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//



Upon motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the foregoing Resolution was passed and adopted by the following vote of the Council:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MAYOR OF THE CITY OF RENO

ATTEST:

\_\_\_\_\_  
CITY CLERK AND CLERK OF THE CITY  
COUNCIL OF THE CITY OF RENO, NEVADA

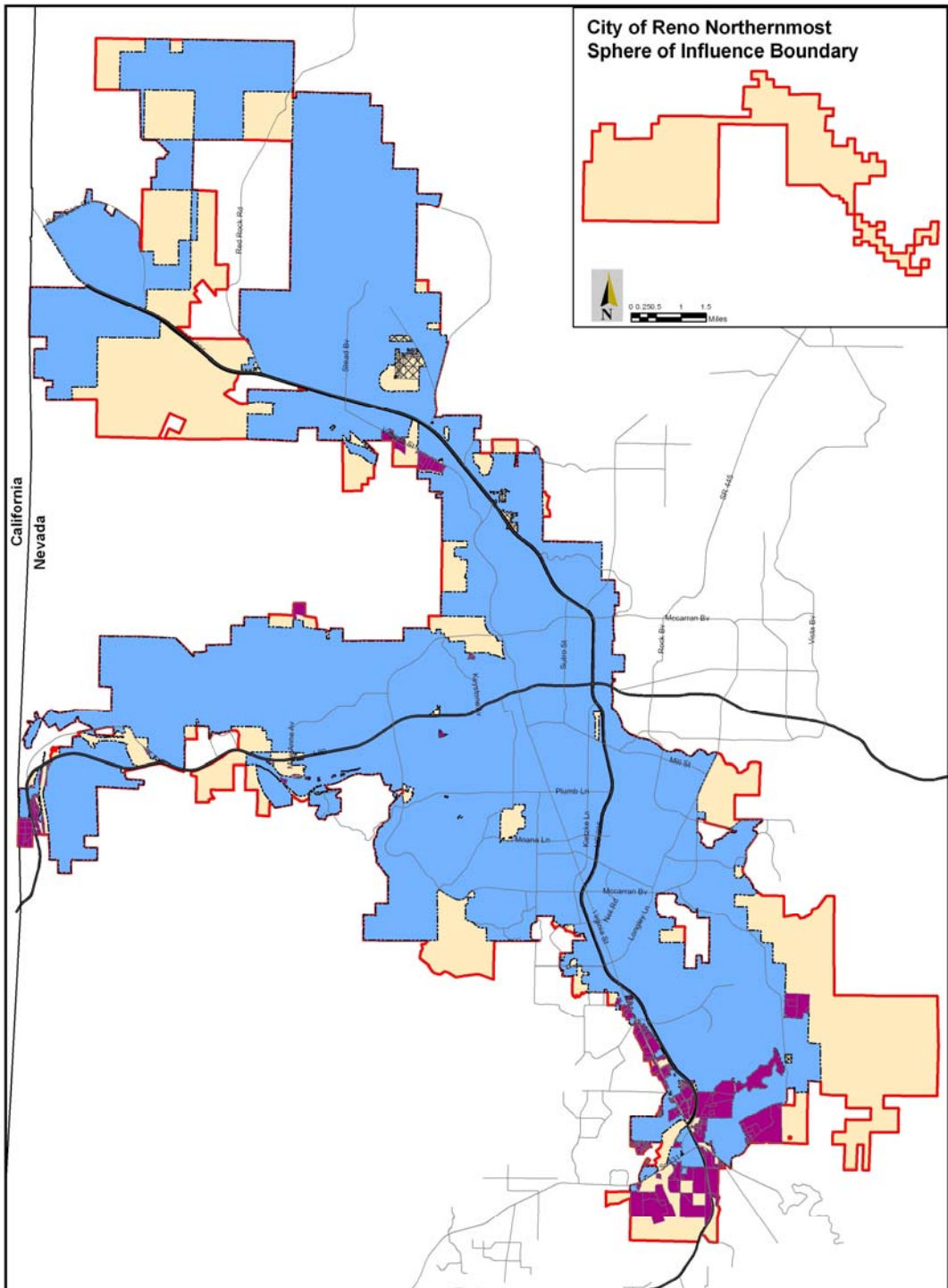
## EXHIBIT A

### Assessor Parcel Numbers Within the Tier 1 Annexation Area

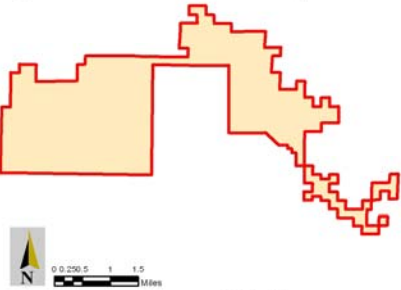
002-040-03	017-020-02	039-148-24	049-450-57	140-030-06	142-273-05
002-040-05	017-031-03	039-220-02	049-450-58	140-030-07	142-273-06
002-040-16	017-031-05	039-220-10	049-772-14	140-171-03	142-273-07
002-040-44	017-031-09	039-220-10	049-772-15	140-172-01	142-273-10
002-040-45	017-031-10	039-290-02	049-772-16	140-172-02	142-273-11
002-040-65	038-160-01	039-290-04	082-092-11	140-172-04	142-281-01
006-250-21	038-160-08	039-290-10	082-101-50	140-172-05	142-281-04
016-350-26	038-211-08	043-070-28	082-101-51	140-172-06	142-281-05
016-350-38	038-211-12	044-300-02	082-126-10	140-173-03	142-281-08
016-350-57	038-221-01	044-300-04	082-126-20	140-173-04	142-281-09
016-350-60	038-221-02	044-300-08	082-126-21	140-173-08	142-281-10
016-350-61	038-221-07	044-300-11	082-126-22	140-173-09	142-281-11
016-400-68	038-230-04	044-300-15	082-126-23	140-173-10	142-291-02
016-400-69	038-230-16	044-320-13	082-240-31	140-173-11	142-291-03
016-400-72	038-230-17	044-320-45	082-240-95	140-173-13	142-291-04
016-400-73	038-230-30	044-381-02	082-240-96	140-173-14	142-291-07
016-400-74	038-241-02	044-381-06	082-240-97	142-031-05	142-291-08
016-400-75	038-241-03	044-384-04	082-270-01	142-211-01	142-291-09
016-411-01	038-242-13	044-384-08	082-270-21	142-212-01	142-291-10
016-411-02	038-242-20	044-384-09	082-270-22	142-212-02	142-291-11
016-411-03	038-242-25	044-384-10	082-270-23	142-212-03	142-390-05
016-411-04	038-242-26	044-384-11	082-270-24	142-212-04	143-040-03
016-411-05	038-242-27	044-384-12	082-270-29	142-220-02	143-040-04
016-411-06	038-242-29	049-230-01	082-270-30	142-220-03	
016-411-07	038-242-31	049-230-02	082-270-31	142-220-04	143-040-15
016-411-08	038-242-33	049-230-03	082-270-32	142-220-05	143-120-01
016-411-09	038-242-34	049-360-06	082-270-33	142-220-06	143-120-02
016-411-10	038-242-35	049-360-07	082-270-35	142-220-07	143-120-06
016-411-11	038-250-02	049-360-12	082-290-18	142-220-08	143-120-07
016-411-12	038-250-03	049-360-13	082-440-09	142-220-09	143-120-08
016-411-15	038-250-07	049-360-17	082-660-17	142-220-10	143-120-09
016-411-16	038-250-08	049-360-18	140-010-09	142-230-01	143-120-10
016-411-17	038-250-09	049-360-21	140-010-16	142-230-06	144-070-03
016-411-20	038-250-10	049-384-02	140-010-21	142-230-07	
016-411-24	038-260-20	049-385-01	140-010-25	142-230-08	
016-411-25	038-260-23	049-385-02	140-010-27	142-230-09	144-070-13
016-412-04	038-260-25	049-385-04	140-010-32	142-230-10	144-070-19
016-730-19	038-260-26	049-385-05	140-010-33	142-230-11	144-070-20
016-730-39	038-810-02	049-385-07	140-010-34	142-230-12	160-060-01
016-730-40	038-810-03	049-392-04	140-010-36	142-230-13	160-060-04
016-730-41	038-810-04	049-392-06	140-010-37	142-230-14	160-060-12
016-730-50	038-810-06	049-450-02	140-010-39	142-271-01	160-060-13
016-730-51	038-850-01	049-450-05	140-010-44	142-271-02	160-060-14







017-011-02	038-850-02	049-450-08	140-010-45	142-271-03	160-060-15
017-011-05	038-850-04	049-450-11	140-010-46	142-271-04	160-060-17
017-011-06	039-134-08	049-450-15	140-010-47	142-271-07	160-060-18
017-011-20	039-146-01	049-450-16	140-010-48	142-271-08	160-060-21
049-772-13	039-146-02	049-450-47	140-020-60	142-272-01	160-060-22
017-011-21	039-146-09	049-450-51	140-020-62	142-273-02	160-060-24
017-011-23	039-148-22	049-450-52	140-020-78	142-273-03	160-060-25
017-020-01	039-148-23	049-450-54	140-030-05	142-273-04	160-070-02
160-070-03					
160-070-04					
160-070-05					
160-070-06					
160-070-07					
160-084-02					
160-084-03					
160-084-04					
160-084-05					
160-084-06					
160-084-08					
160-791-02					
162-010-14					
162-010-25					
162-010-26					
162-030-32					
162-030-33					
162-260-01					
162-260-02					
162-260-03					
162-260-04					
162-260-05					
163-140-18					
163-160-01					
163-160-02					
163-160-05					
163-160-06					
163-160-08					
163-160-09					
163-160-10					
163-160-11					
163-160-12					



**City of Reno Northernmost  
Sphere of Influence Boundary**



**Map 1 - Tier 1 Annexation Areas**

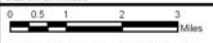
-  Existing County Island
-  Tier 1 Annexation
-  Reno City Limits
-  Reno Sphere of Influence



**Community Development  
Department**

450 Sinclair Street  
P.O. Box 1900  
Reno, NV 89505

Phone: 334-2063  
Fax: 334-2043  
www.cityofreno.com



The information hereon is approximate and is intended for display purposes only. Reproduction is not permitted. For additional information, please contact the City of Reno Community Development Department.  
Map Produced March 28, 2011

## STAFF REPORT

**To:** Mayor and City Council

Agenda Item: H.6  
Date: **4-6-2011**

**Thru:** Kevin Knutson, Interim City Manager

H.6

**Subject : Staff Report: Approval of a Consultant Agreement with Lumos and Associates for surveying and mapping services for the Tier 1 Annexation Areas in the City of Reno Annexation Program, 2010-2017, in an amount not to exceed \$78,750 (Stabilization Fund).**

**From:** Nathan Gilbert, Associate Planner, Community Development  
Kerrie Koski , Street Program Manager, Public Works

**Summary:** Staff recommends Council approval of the consultant agreement with Lumos and Associates for surveying and mapping services for the Tier 1 Annexation Areas in the City of Reno Annexation Program, 2010-2017, in an amount not to exceed \$78,750.

### **Previous Council Action:**

August 18, 2010      The City Council adopted the 2010-2017 Annexation Program as Exhibit A of Reno Municipal Code Section 18.04.203 through Resolution 7500.

Ayes:                      Cashell, Dortch, Gustin, Hascheff, Sferrazza, Zadra  
Nays:                      None  
Abstain:                  None                      Absent:                  Aiazzi

March 23, 2011      The City Council accepted the report and initiated the annexation process pursuant to NRS 268.636 for those areas identified as “Tier 1 Annexation Areas” in the City of Reno Annexation Program 2010-2017.

Ayes:                      Aiazzi, Cashell, Dortch, Gustin, Hascheff, Sferrazza, Zadra  
Nays:                      None  
Abstain:                  None                      Absent:

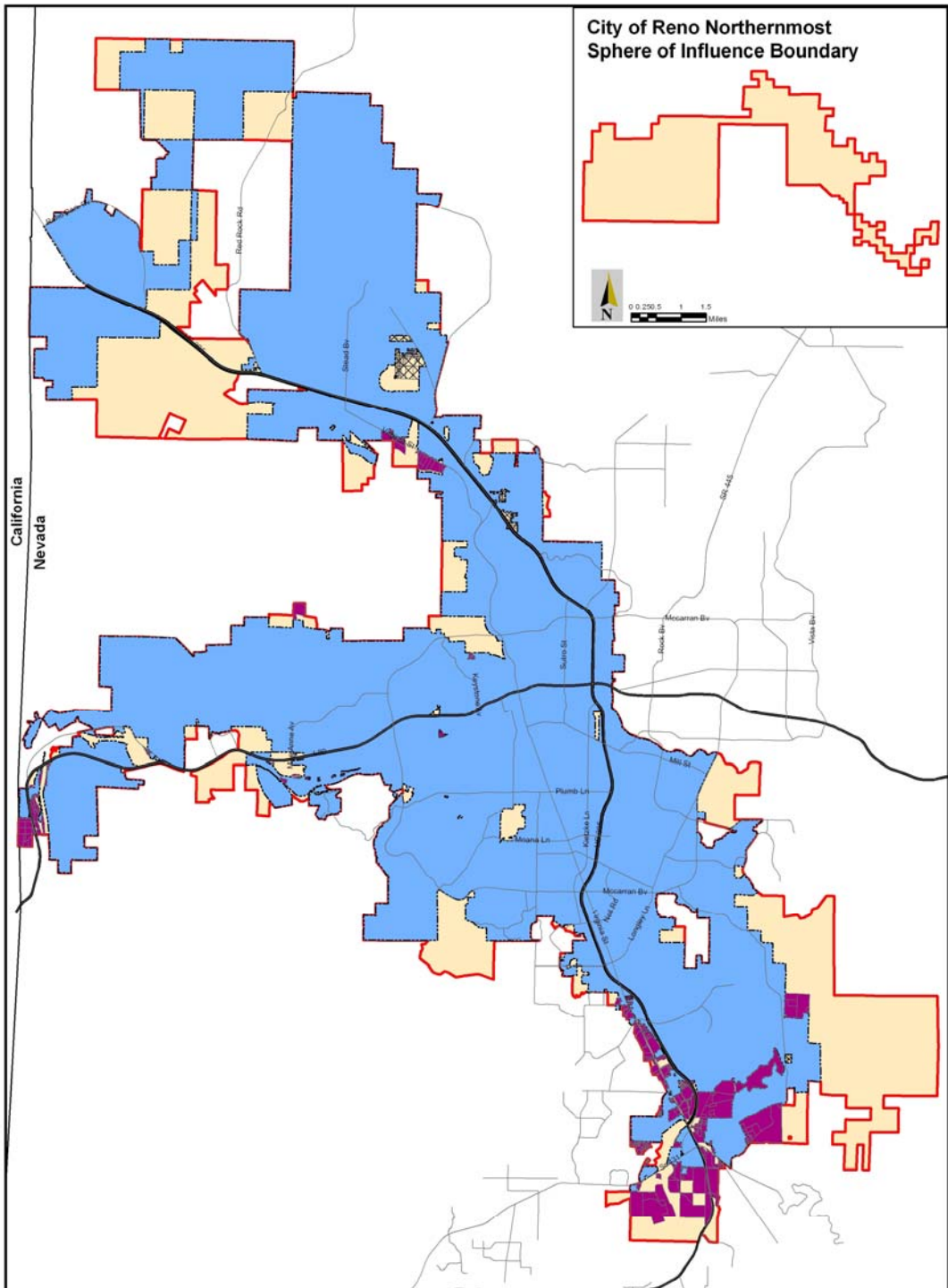
**Discussion:** When a governing body deems it necessary to initiate annexation of contiguous territory, a Resolution declaring the City’s intention to annex specific territory and ordering a formal plat of said territory is required per NRS 268.636. A resolution initiating annexation of the Tier 1 areas identified in the 2010-2017 Annexation Program and ordering a plat of the area is scheduled for Council review on April 6, 2011. If the Resolution is adopted, approval of the attached consultant agreement will enable production of the required plat.

**Financial Implications:** Funds are not budgeted for this cost. Funds are available from Stabilization and could be repaid in Fiscal Year 2011/12 from additional property taxes generated for the General Fund of approximately \$600,000.

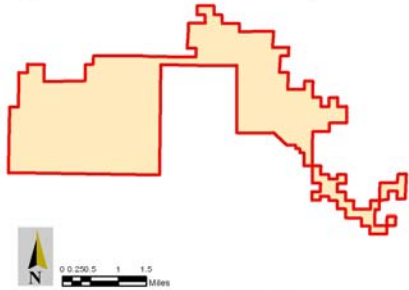
**Recommendation:** Staff recommends Council approval of the consultant agreement with Lumos and Associates for the Tier 1 Annexation Areas in the City of Reno Annexation Program, 2010-2017, in an amount not to exceed \$78,750, and authorization for the Mayor to sign.

**Proposed Motion:** I move to approve the staff recommendation.

Attachments: Annexation Map  
Agreement for Consultant Services



City of Reno Northernmost  
Sphere of Influence Boundary



**Map 1 - Tier 1 Annexation Areas**

-  Existing County Island
-  Tier 1 Annexation
-  Reno City Limits
-  Reno Sphere of Influence



Community Development  
Department

450 Sinclair Street  
P.O. Box 1900  
Reno, NV 89505

Phone: 334-2063  
Fax: 334-2043  
www.cityofreno.com



0 0.5 1 2 3 Miles

The information hereon is approximate and is intended for display purposes only. Reproduction is not permitted. For additional information, please contact the City of Reno Community Development Department.  
Map Produced March 28, 2011

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF RENO, hereinafter referred to as "CITY" and LUMOS & ASOCIATES, INC., hereinafter referred to as "CONSULTANT."

### WITNESSETH

WHEREAS, the CITY wishes to secure surveying services in conjunction with the Tier 1 Annexation Project, hereinafter referred to as "PROJECT."

NOW THEREFORE, the CITY and CONSULTANT agree as follows:

1. Objectives.

The CONSULTANT shall serve as the CITY's consultant of record and shall give advice to the CITY during performance of services to which this Agreement applies. All services shall be performed by the Consultant.

2. Basic Services.

2.1 The CONSULTANT will perform the services as part of this agreement as set forth in Attachment A, consisting of 4 pages, which is incorporated herein by this reference as if set forth in full herein. However, should any term and condition in the Attachment contradict a term of this Agreement, the terms and conditions of this Agreement shall control.

2.2 The CONSULTANT will not change its Project Manager without written approval from the CITY.

3. CITY Responsibility.

3.1 The CITY shall designate a Project Manager to act as the CITY's representative with respect to the work performed under this Agreement.

3.2 The CITY shall give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of a problem with the project.

4. Authorization, Progress and Completion.

By execution of this Agreement, the CITY grants to the CONSULTANT specific authorization to proceed, upon written notice, with the services described in Article 2 of this Agreement, and shall continue until completed. All documents and materials shall be prepared in a timely manner, adhering to the schedule set forth in Attachment A.

5. Compensation.

5.1 Compensation for services performed as described in Article 2, for the duration identified in Article 4 of this Agreement shall be payable on a time and expense basis at the rate set forth in Attachment A. The charge for services breakdown is as shown on Attachment A for a total not-to-exceed figure of \$78,750.00. This total not to exceed figure includes costs as well as fees.

5.2 Invoices for services rendered shall be submitted monthly. Payment by the CITY will be made within thirty (30) calendar days of receipt.

6. Special Services.

No additional services shall be performed and no additional compensation shall be permitted without a CITY approved written "Supplemental Agreement". This supplemental agreement must be approved by City Council. Further, such supplemental agreement must be executed prior to the commencement or performance of any additional work.

7. Records to be Maintained by Consultant.

7.1 The CONSULTANT shall maintain records supporting requests for payment. Such records shall be available for inspection and audit by the CITY, and the CONSULTANT shall provide duplicate copies of all such records upon request by the CITY.

7.2 The information, conclusions and data generated during this Agreement by the CONSULTANT is for the exclusive use of the CITY. The CONSULTANT may not use this information, conclusions or data for any purpose other than to further the requirements of this Agreement. The CONSULTANT may not produce papers for professional journals or presentations for conferences without written permission and active participation by the CITY Project Manager.

8. Ownership of Documents.

Originals of all records, reports, work product and other documents of service prepared by the CONSULTANT shall be property of the CITY. All said documents of service shall be made available to the CITY during the course of and for use in the performance of this Agreement or in connection with the improvements contemplated by this Agreement. The documents, drawings and work product retained by the CITY may be utilized only for the project for which they were prepared, and not for any other project.

9. Skill Level of Consultant.

Service performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in this area under similar conditions. CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT.

10. Insurance.

The CONSULTANT shall maintain, during the term of this Agreement, an occurrence comprehensive general liability insurance for limits of not less than one million dollars (\$1,000,000) for bodily injury and property damages, per occurrence. As evidence of liability insurance coverage, the CITY will accept certification of insurance issued by an authorized representative of the insurance carrier. Coverage must be provided by an insurance company licensed to do business in the State of Nevada with an A.M. Best Rating of A – Class VII or better. Each certificate shall contain a 30-day written notice of cancellation to the certificate holder and shall name the CITY as an additional insured, if the policy so allows and at the expense of the CITY, if there is a cost.

CONSULTANT shall maintain during the term of this Agreement and for six years after the completion of the project errors and omissions insurance, with each subsequent renewal having a retroactive date which predates the date of this Agreement, in the amount of not less than one million dollars (\$1,000,000). As evidence of errors and omissions insurance coverage, the CITY will accept certification of insurance by an authorized representative of the insurance carrier. Each certificate will bear a thirty (30) day written day notice of cancellation to the certificate holder.

11. Indemnification.

a. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITY and its officers, employees and agents (collectively “Indemnitees”) from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys’ fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONSULTANT or the employees or agents of the CONSULTANT in the performance of this Agreement.

b. The CONSULTANT assumes no liability for the negligence or willful misconduct of any indemnitee or other consultants of indemnitee.



c. The CONSULTANT's indemnification obligations for claims involving "Professional Liability" (claims involving acts, error, or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the proportionate extent of CONSULTANT's negligence or other breach of duty.

12. Intellectual Property Indemnity.

To the fullest extent permitted by law, CONSULTANT shall defend, protect, hold harmless, and indemnify CITY and the CITY related parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by CITY in writing. If CONSULTANT has reason to believe the use of a required design, process or product is an infringement of a patent, CONSULTANT shall be responsible for such loss unless such information is promptly given to CITY. This Indemnity Covenant shall survive the termination of this Agreement.

13. Taxes.

CONSULTANT shall pay any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONSULTANT's performance of this Agreement (including, without limitation, unemployment insurance, social security, and income taxes).

14. Independent Contractor.

The parties agree that CONSULTANT is an independent contractor and this Agreement is entered into in conformance with the provisions of NRS 333.700. The parties agree that CONSULTANT is not a CITY employee and there shall be no:

- a. Withholding of income taxes by the CITY;
- b. Industrial insurance provided by the CITY;
- c. Participation in group insurance plans which may be available to employees of the CITY;

- d. Participation or contributions by either the independent contractor or CITY to any public employees retirement system;
- e. Accumulation of vacation leave or sick leave;
- f. Unemployment compensation coverage provided by CITY if the requirements of NRS 612.085 for independent contractors are met.

15. Workmen's Compensation Insurance.

CONSULTANT shall carry during the term of this Agreement, Workmen's Compensation Insurance under the laws of the State of Nevada, to cover any compensable injuries or diseases arising during the performance of this Agreement.

16. Business License.

CONSULTANT shall maintain in full force and effect throughout the term of this Agreement a current business license from the City of Reno.

17. Compliance with Legal Obligations.

CONSULTANT shall procure and maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance law, or regulation to be held by CONSULTANT to provide the services required by this Agreement. CONSULTANT is solely responsible to pay assessments, premiums, permits and licenses required by law. Further, CONSULTANT agrees to comply with all applicable federal and state laws including, but not limited to, the Americans with Disabilities Act of 1990 and related standards, guidelines, and regulations (collectively "ADA") in providing the services identified in this Agreement. It is the responsibility of CONSULTANT to address in the performance of the services any and all access or other issues to assure compliance with the ADA.

18. Employment Opportunity.

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color national origin, sex, sexual orientation or age. Sexual orientation means having or being perceived as having an orientation for heterosexuality, homosexuality or bi-sexuality. Any violation of this provision by consultant shall constitute a material breach of contract.

19. Notices.

Any notices provided for herein shall be given in writing by certified mail, return receipt requested, or by personal service to:

CITY: City of Reno  
John Flansberg  
Director of Public Works  
If by personal service  
1 East First Street, 7<sup>th</sup> Floor  
Reno, NV 89501  
If by mail  
P.O. Box 1900  
Reno, NV 89505

CONSULTANT: Lumos & Associates, Inc.  
Randall Long, P.E.  
5401 Longley Lane, Suite 5  
Reno, NV 89511

20. Assignment.

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either party without prior written consent of the other.

21. Integration.

This agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by written amendment thereto signed by both parties.

22. Governing Law and Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the district courts of the State of Nevada, County of Washoe.

23. Suspension of Work.

Either party may suspend, by written notice, all or a portion of the work under this Agreement, in the event unforeseeable circumstances, beyond the control of either party, make normal progress in the performance of the work impossible. The party desiring to suspend the work must request that the work be suspended by notifying the other party, in writing, of the circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds ninety (90) working days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance to Article 24 of this Agreement.

24. Termination of Work.

The CITY may terminate, by written notice, the work under this Agreement. The CONSULTANT may terminate work in the event the CITY fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by fifteen (15) working days prior written notice from the party initiating termination to the other. Notice of the termination shall be delivered by certified mail with receipt of delivery returned to the Sender. In the event of termination, the CONSULTANT shall perform such additional work, as is necessary for the ordinary filing of documents, and closing shall not exceed ten percent (10%) of the total time expended on the termination portion of the project prior to the effective date of termination. The CONSULTANT shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination, plus the work required for filing and closing. Charges for the latter work are subject to the ten percent (10%) limitation described in this Article.

CONSULTANT expressly agrees that this Agreement shall be terminated immediately if for any reason local, federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

25. Dispute Resolution.

All claims, counterclaims, disputes and other matters in question between the CITY and the CONSULTANT arising out of, or relating to, this contract or breach of it, unless otherwise settled, may be mediated before initiation of a judicial action.

Unless the parties mutually agree otherwise, mediation will be in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association currently in effect. The American Arbitration Association will not be used to administer or facilitate the process or the selection of the mediators. Instead, the parties will attempt to mutually agree to the appointment of one mediator. If the parties cannot agree to one mediator, each party shall select one mediator and the two mediators will appoint a third mediator. The parties agree to split the mediator(s) fees and expenses. Each party shall bear their own attorney's fees and other costs incurred for the mediation.

26. Attorneys' fees.

If either party breaches this Agreement, the prevailing party in any litigation is entitled to recover its court costs and reasonable attorneys' fees.

27. Severability.

If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

28. Due Authorization.

Each party represents that all required authorizations have been obtained to execute this Agreement and for the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing. A facsimile signature on this Agreement shall be treated for all purposes as an original signature. This

-LEFT INTENTIONALLY BLANK-

Agreement is executed in one duplicate original for each party hereto, and is binding on a party only when all parties have signed and received a duplicate original.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the year and date first above written.

CITY OF RENO

\_\_\_\_\_  
Robert A. Cashell, Sr., Mayor

LUMOS & ASSOCIATES, INC.

\_\_\_\_\_  
Randall Long, P.E., Principal

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Deputy City Attorney

## ATTACHMENT "A"

### Tier 1 Annexation

#### **PROJECT DESCRIPTION**

The City of Reno's 2010-2017 Annexation Program identifies "Tier 1 Annexation" areas consisting of approximately 350 individual parcels located within the City's Sphere of Influence. Pursuant to the City's Annexation Program, Lumos & Associates, Inc. (Lumos), is offering to provide professional surveying services for the purposes of preparing the required mapping and legal descriptions to support the petition for annexation of Tier 1 Annexation areas.

#### **SCOPE OF SERVICES**

##### **Task A – Research & Data Base Development**

1. Prepare a comprehensive Tier 1 Annexation area data base that will identify the annexation areas and the underlying parcels that create each area. The data base will identify how each parcel, within an annexed area, was created: by deed or subdivision map. The comprehensive data base will document the recorded document that created each parcel and will be utilized for quality control as well as documentation.
2. Research and acquire deeds and record maps specific to each parcel within a given annexation area. It is our understanding that approximately 350 parcels will be included within the Tier 1 Annexation areas.
3. Research and acquire historical annexation ordinances located adjacent to Tier 1 Annexation areas for referencing purposes with the annexation maps.
4. Acquire GIS data base information for the purposes of depicting adjacent parcel and roadway configurations, zoning, and assessor parcel numbers as supporting information to be depicted with the annexation maps.

##### **Task B – Prepare Maps to Support Petition for Annexation (Annexation Maps)**

1. Based on the information acquired from the research and database development noted within Task A, prepare maps to support a petition for annexation (Annexation Maps). An annexation map will be created for each Tier 1 Annexation area or for multiple areas as potentially combined by Community Development. It is our understanding the City will name the

annexation areas for the purposes of this work. In review of the Tier 1 Annexation area map, we estimate the preparation of approximately 50 to 70 annexation maps.

2. Annexation maps will be prepared by a licensed professional surveyor pursuant to NRS 625 and the maps will depict the area to be annexed, metes and bounds representation of the boundary of the annexed area, adjacent annexation ordinances, and contextual parcel and roadway configurations.

#### **Task C - Legal Descriptions**

1. Legal descriptions will be prepared to describe the metes and bounds of the boundary of the annexed areas in support of the annexation maps. Legal descriptions will be prepared by a licensed professional surveyor pursuant to NRS 625. In review of the Tier 1 Annexation area map, we estimate the preparation of approximately 50 to 70 legal descriptions.
2. Legal descriptions may include supporting exhibits that define split zonings for the area to be annexed if encountered.

#### **Task D – Project Management and Oversight**

1. The completion of this work, as a part of the City's overall annexation process, is critical. To ensure continuity with the City's annexation efforts and timely completion of the annexation map and legal description preparation, we propose to conduct a kickoff meeting with representatives from the City; including the City's Project Manager, City Surveyor, Community Development, Clerk's Office, and the Recorder's Office. The purpose of this meeting will be to memorialize the work schedule, research coordination, review process, quality control, documentation, and final document preparation formats. Defining the project expectations, coordination of work, and team member roles and responsibilities will ensure success.
2. Additional duties of our project management will include coordination meetings with the City during the course of the project.



**Proposed Fees**

Based on our understanding of the project schedule, this work will be completed by May 5, 2011. We propose to staff this work with two teams with each team consisting of a research technician and a senior survey technician. The Professional Surveyor will be in responsible charge of the work and provide technical oversight and control of the work to ensure the product quality. We will solicit technical resources from our GIS department as we utilize GIS data in developing the background for our base plan from which the annexation maps will be prepared from. Lastly, we have designated Randall M. Long, P.E. as our principal-in-charge who will have the responsibility to commit our resources to this project.

Reference is hereby made to the attached spread sheet titled, "Professional Consulting Fees for Tier 1 Annexation Areas in the City of Reno Annexation Program 2010-2017".

**Professional Consulting Fees**  
**For**  
**Tier 1 Annexation Areas in the City of Reno Annexation Program 2010-2017**  
**March 21, 2011**

Task	Description	Principal	Professional Surveyor	GIS Technician	Senior Survey Technician	Survey Technician (Research)	Sub-Cons	Total Hours	Fee
<b>A</b>	<b>RESEARCH &amp; DATA BASE</b>	2	4		24			30	\$ 3,030
			8			160		168	\$ 13,000
									\$ 16,030
<b>B</b>	<b>ANNEXATION MAP</b>								
			24	24	64			88	\$ 8,160
			8		180			204	\$ 19,200
			4		48			56	\$ 5,320
					24			28	\$ 2,660
									\$ 35,340
<b>C</b>	<b>LEGAL DESCRIPTION</b>								
			24			180		204	\$ 16,500
			8			48		56	\$ 4,600
			4			24		28	\$ 2,300
									\$ 23,400
<b>D</b>	<b>PROJECT MANAGEMENT &amp; OVERSIGHT</b>	4	4					8	\$ 1,240
			16					20	\$ 2,740
									\$ 3,980
<b>SUB-TOTAL</b>		10	104	24	340	412	0	890	\$ 78,750

# STAFF REPORT

**To:** Mayor and City Council

Agenda Item: **J.4**

Date: **4-6-2011**

**Thru:** Kevin Knutson, Interim City Manager

J.4

**Subject : Staff Report: Discussion and potential direction to staff regarding possible ordinance amendments to address regulating drug paraphernalia, tattoo parlors, packaged liquor and restricted gaming.**

**From:** Alex C. Woodley, Code Enforcement Manager, Community Development

**Summary:** Council directed staff to develop background and options regarding potential ordinance amendments to address regulating drug paraphernalia, tattoo parlors, packaged liquor and restricted gaming. Staff will present detailed information at the April 6 City Council meeting, and recommends Council acceptance of this report, and direction to staff.

**Previous Council Action:** At the March 9, 2011 City Council meeting staff received direction to review and research laws, ordinances, and codes regarding drug paraphernalia, tattoo parlors, package liquor sales, and restricted gaming in other jurisdictions.

**Background:** In previous City Council meetings a significant number of residents and persons have spoken during public comment in objection to several packaged liquor license applications. Several complaints emphasized an influx in Convenience/Liquor Stores, Drug Paraphernalia, Tattoo Parlors, and Restricted Gaming establishments. The City Council in the past has approved moratoria or limitations in specifically zoned neighborhood areas.

**Discussion:** The influx of package liquor stores, tattoo parlors, drug paraphernalia, and restricted gaming establishments in a community can be perceived as having a negative impact on the value and aesthetics of surrounding properties. Many cities provide rules and restrictions to mitigate the possible negative impacts. This presentation provides a comprehensive look at existing laws in other jurisdictions. This presentation will provide examples and ideas to address the aforementioned issues throughout the entire city.

**Legal Implications:** Should City Council direct Staff to develop ordinances, this Office will work with Staff to help ensure the ordinances are effective and enforceable under applicable legal principles.

**Financial Implications:** None.

**Recommendation:** Staff recommends Council acceptance of the staff report presentation, and direction to staff.

**Proposed Motion:** I move to approve the staff recommendation.

## **STAFF REPORT**

**To:** Mayor and City Council

Agenda Item: **L.4**

Date: **4-6-2011**

**Thru:** Kevin Knutson, Interim City Manager

L.4

**Subject : Resolution No. Resolution donating \$850 to Hillside Foursquare Church to assist with expenses associated with their community outreach events. P. Hascheff, D. Aiazzi**

**From:** Barbara DiCianno, Community

See Attached

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION DONATING \$850 TO HILLSIDE FOURSQUARE CHURCH  
TO ASSIST WITH EXPENSES ASSOCIATED WITH THEIR  
COMMUNITY OUTREACH EVENTS**

WHEREAS, the City of Reno may donate funds to NRS 268.028, entitled "Expenditure of public money; grant public money and donation of certain property to certain nonprofit organizations or governmental entities" when such expenditure provides a substantial benefit to the inhabitants of the City; and

WHEREAS, the Hillside Foursquare Church, a 501(c)(3) nonprofit organization, serves Reno families and youth in need; and,

WHEREAS, Hillside Foursquare Church hosts neighborhood events throughout the year where lunch is served, activities are organized and food, clothing and school supplies are distributed to families in need;

NOW, THEREFORE BE IT RESOLVED that the City of Reno approves the donation of the sum of Eight Hundred Fifty Dollars (\$850.00) to the Hillside Foursquare Church for their community outreach events.

BE IT FURTHER RESOLVED, that should the above donation or any portion thereof not be used for the purpose as set forth in this Resolution, any unused funds shall be returned to the City of Reno.

Upon motion by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing Resolution was passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the following vote:

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Robert A. Cashell, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Lynnette Jones, City Clerk

## STAFF REPORT

**To:** Mayor and City Council

Agenda Item: **L.6**

Date: **4-6-2011**

**Thru:** Kevin Knutson, Interim City Manager

L.6

**Subject : Resolution No. Resolution donating \$500 from Council Donation Funds to Girl Scouts of the Sierra Nevada to purchase Girl Scout cookies for seniors participating in City of Reno Senior Events and Activities. D. Gustin**

**From:** Lisa Mann, Community Liaison, City Manager's Office

See Attached

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION DONATING \$500 FROM COUNCIL DONATION FUNDS TO GIRL SCOUTS OF THE SIERRA NEVADA TO PURCHASE GIRL SCOUT COOKIES FOR SENIORS PARTICIPATING IN CITY OF RENO SENIOR EVENTS AND ACTIVITIES**

WHEREAS, the City of Reno may donate funds in accordance with NRS.268.02, entitled “Expenditure of public money; grant public money and donation of certain property to certain nonprofit organizations or governmental entities” when such expenditure provides a substantial benefit to the inhabitants of the City; and,

WHEREAS, the Girl Scouts of the Sierra Nevada, a 501(c)(3) non-profit organization, is dedicated to helping girls develop their full individual potential; provide the foundation for sound decision making; and contribute to the improvement of their local Reno community through their leadership and business skills and cooperation with others; and,

WHEREAS, the Girl Scouts of the Sierra Nevada empower girls to build character and skills for success through cookie sales, field trips, sports skill building clinics, community service projects, cultural exchanges to enable girls to grow courageous and strong; and,

NOW, THEREFORE BE IT RESOLVED that the City of Reno approves the donation of the sum of Five Hundred Dollars (\$500) to Girl Scouts of the Sierra Nevada to purchase Girl Scout cookies to be used for seniors participating in City of Reno events and activities, thus supporting scouting’s ideals to teach valuable skills to Reno youth through enriching programs; and,

BE IT FURTHER RESOLVED that should the above donation or any portion thereof not be used for the purpose as set forth in this Resolution, any unused funds shall be returned to the City of Reno.

Upon motion by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing Resolution was passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the following vote:

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

Approved this 6th day of April, 2011.

\_\_\_\_\_  
Robert A. Cashell, Sr., Mayor

ATTEST:

\_\_\_\_\_  
LYNNETTE JONES, City Clerk

## STAFF REPORT

**To:** Mayor and City Council

Agenda Item: **L.10**

Date: **4-6-2011**

**Thru:** Kevin Knutson, Interim City Manager

L.10

**Subject : Update regarding Grievances and Arbitrations.**

**From:** Renee Rungis, Human Resources Director

Please see attached.



## Status Report on Grievances and Arbitrations

- **IAFF Local 731 – Prohibited Practice:** The Union filed a prohibited practices complaint with the Employee- Management Relations Board (EMRB) claiming statements made by Council Member Dave Aiazzi to the media and at a Reno Council Meeting, suggesting the City consider placing a question about Fire Department staffing levels before the public in the form of a non-binding advisory question on the November, 2010 ballot, was inappropriate because that item was being discussed in the 2010 negotiations for a new CBA. The Union also alleged that the City failed to bargain in good faith and attempted to interfere with the administration of the union.

The EMRB granted the City's motion to dismiss the complaint concluding that statements made by Council Member Aiazzi did not 1) interfere with any right under Chapter 288 and did not violate NRS 288.270(1)(a), 2) amount to domination or interference with the union's administration and did not violate NRS 288.270(1)(b), or 3) fail to bargain in good faith.

The EMRB further stated that these statements occurred after the parties had reached impasse and did not violate NRS.288.170(1)(e). The case was dismissed. The City filed a motion for attorney's fees. On January 24, 2011, the EMRB awarded the City \$5,000 in attorney's fees.

On October 28, 2010, the IAFF filed a petition for judicial review of the EMRB order dismissing the IAFF complaint with the district court. The IAFF's opening brief was filed on January 24, 2011. Its supplemental brief addressing the award of attorney's fees was filed February 28, 2011. The City's answering brief is due by March 31, 2011.

- **Cost to Date: \$6,437.50**

### **Status of IAFF Grievances Moving to Arbitration**

2009-08: The union contends Telestaff (the automated call back system) rules were violated when Ron Rios was called before 8:00 p.m. the night before a call-back shift. Because the call was made more than 12 hours in advance, the overtime was not subject to PERS contributions, and the grievance is seeking to require the City to supplement Mr. Rios' retirement benefit approximately \$20 per month for life. (The estimated amount for 30 years would be approximately \$7,200 in current value).

The City maintains PERS contributions were made according to PERS Board Policy and statute, and the overtime shift was not PERS compensable.

The City and the Union have settled this grievance for \$1,500. The Arbitration has been cancelled without additional cost.

- **Cost: \$1,500**

### **Other grievances filed by the IAFF**

IAFF 2009-01: The Union Secretary was denied union business leave for negotiations. After reviewing the matter the issue was resolved by paying the Secretary for the time for union business leave (8 hours). (**Cost: \$254.26**)

IAFF 2009-02: Union grieved the fact that incorrect notations for time and work status were made on the telestaff roster for April 4, 2009, of 4 employees. After review the corrections were made and issue was resolved.

IAFF 2009-03 and 3(a): The Union alleged the City was intentionally scheduling vacancies on engines/trucks rather than staffing all rigs with 4 fire department personnel. Grievance 3(a) states that Engine 7 was scheduled with 3 personnel without instituting recall.

After review, the issue was resolved by an August 27, 2008 memo regarding the staffing in the department, which states: "When performing routine staffing make every effort to ensure that all scheduled vacancies are covered. Please see that telestaff shows no unfilled openings. The exceptions are department physical and CDS appointments."

IAFF 2009-04 and 4(a): Both grievances were filed due to an employee making a shift trade and the employee who was to work the trade called in sick. The sick leave was charged to the employee who traded and not the employee who called in sick.

After review the issue was resolved by deducting the sick leave hours from the employee who called in sick and not the employee who originally arranged for the trade.

IAFF 2009-05: This grievance was filed to return the deducted sick leave hours from the employees who originally arranged for the trade. The issue was resolved, see 2009-4 and 4(a).

IAFF 2009-06, 6(a) and 6(b): The union grieved the reduction of staff on apparatus on three separate occasions, and the potential for future staff reductions. Stations were staffed with 2-person Rescue apparatus, and the union contends the CBA calls for a 4-person Engine or Truck in those stations. The union is seeking overtime and call back compensation for those employees who were not recalled when staffing was reduced. The City maintains apparatus were staffed appropriately.

The arbitrator's decision was that the City did not violate the Collective Bargaining Agreement when it implemented the staffing changes. Further, the arbitrator stated that both parties abdicated their responsibility to negotiate about safety considerations presented by the change. Therefore, no remedy was warranted. The arbitrator's fees are to be split by the parties.

- **Cost: \$20,481.30**

IAFF 2009-07: See 2009-02. The telestaff roster had incorrect notations for work and time status. Those were corrected. (Fire Equipment Operator and the Haz Mat Team.)

IAFF 2009-08(a): This issue was the same as the discussion in the City's PERS Recall arbitration decision that IAFF represented employees were not being given the correct PERS contributions on their wages and the City was responsible for reimbursing them. After the decision was received the Union withdrew this grievance.

IAFF 2009-09: This grievance was filed because a Fire Captain did not receive an opportunity for on-call when he should have based on the "pick list". This grievance was withdrawn by the Union.

IAFF 2009-10: This was a grievance regarding an investigation into a possible disciplinary matter involving a Firefighter. This issue was resolved.

IAFF 2010-01: Union filed grievance to obtain another payroll deduction field for some type of insurance. City denied because the CBA states that the City must approve any additional deduction fields. There are currently 47 for IAFF represented employees. The City was willing to exchange a current field for the new field.

The Union did not respond and the Union did not pursue.

2010-2: Union contends that City issued lay-off notices to employees when funds were available to keep employees on the payroll. Union withdrew this grievance as it was not moved to arbitration in timely manner.

IAFF 2010-02(a): The union alleges that City laid off employees when it still had funds available, therefore violating CBA and NRS. The union wants the City to rehire all employees laid off, pay all wages and benefits retroactive to date of lay-off, or, if employees are not rehired, to return all concessions for 2009-10 and 2010-2011 to IAFF represented employees. The union withdrew this grievance on February 1, 2011. **(Cost: \$200)**

IAFF 2010-03: Union wanted employees to be reimbursed for mileage if they were being reassigned to another station due to staffing reductions. The Union withdrew the grievance.

IAFF 2010-04: Union alleged that City did not give 10 working days notice for lay-offs.

The City did comply with the 10 working day notice. The Union withdrew the grievance.

IAFF 2010-05: No grievance filed. Number was inadvertently skipped.

IAFF 2010-06: Due to the PERS audit and corrections, PERS issued the City credits for contributions that were made for items that PERS determined were not PERS

compensable. The Union's position was that these credits should be returned to the employees pursuant to SB427.

The City's position was that the City was complying with PERS requirements and that these credits belonged to the employer and not to the employee and that the grievance was untimely.

The Union withdrew the grievance.

IAFF 2010-07: Due to the untimely filing of 2010-05, the IAFF filed this grievance. The City denied 2010-07 as untimely.

The Union withdrew the grievance after the PERS Recall arbitration decision was received. (The arbitrator concluded that he did not have the authority to either instruct or require that the parties negotiate PERS contribution rates and multipliers, and therefore no payment was due to union represented employees.)

IAFF 2010-08: The Union grieved the order of lay-off, stating that it was not done in accordance with the CBA.

The Union, the Fire Chief and the Chief Examiner worked together to resolve this matter.

IAFF 2010-09: Union stated that a Fire Equipment Operator was incorrectly by-passed during a call-back.

The City agreed that this was inadvertently done and employee was awarded 6 hours of overtime pay. The issue has been resolved. **(Cost: \$229.66)**

IAFF 2010-10 and 10-a: Both grievances allege that certain Fire Prevention Bureau personnel are performing Prevention Captain's work and not being compensated accordingly.

After discussions, it was decided that when work at the Captain's level was available employees would be allowed to act in the position up to 4 hours one day per week. The issue is resolved.

### **Status of grievances with all bargaining groups**

#### **Local 39 Grievances**

Local 39 2009-01: This grievance was filed due to a survey that the City instituted City wide regarding hours of work. The Union considered that the City was bargaining with the employees even though the survey responses were submitted anonymously. After discussion and review, this issue was resolved.

Local 39 2009-02: This grievance was filed due to a proposed disciplinary action. After review the City denied the grievance and the original discipline remained unchanged. Grievance withdrawn.

Local 39 2009-03: Number inadvertently skipped.

Local 39 2009-04: This grievance is the same as 2009-02 above.

Local 39 2009-05: This grievance was filed due to a proposed disciplinary action for an Evidence Technician. After review the City withdrew the proposed disciplinary action.

Local 39 2009-06: This grievance was filed due to two proposed written reprimands for a Public Safety Dispatcher. After review the City reduced the written reprimands to verbal reprimands. Grievance resolved.

Local 39 2009-07 and 2009-08: These grievances were filed to request reclassifications for two employees. The employees felt that they were working in a higher classification and they were not being paid appropriately for that work. The Finance Department did not agree and the grievances were withdrawn.

Local 39 2009-09: The Union alleged that a Building Inspector did not receive a merit increase pursuant to the procedure in the CBA. After review it was determined that the CBA procedure was not followed correctly. Therefore, the employee did receive the merit increase. The grievance was resolved.

Local 39 2010-01: The Union was alleging that the City implemented a reduction in force without demonstrating a lack of sufficient funds. The City supplied the Union with the information requested and met with the Union on several occasions to discuss the issue.

The Union withdrew the grievance.

Local 39 2010-02: The Union was grieving the fact that a Plans Examiner was distributing work assignments to Inspectors rather than the Building and Safety Manager, to whom the Inspectors report. After review, the City agreed and the assignments were then distributed by the Building and Safety Manager. The Union withdrew the grievance.

Local 39 2010-03: This grievance was filed in response to a proposed disciplinary action for a Maintenance Worker III. After review the suspension was reduced from five days to four days. Grievance withdrawn.

Local 39 2010-04: This grievance was filed in response to a disciplinary action for a Public Safety Dispatcher Supervisor. Grievance was denied at Level I. Union has filed appeal at Level II. The issue is in process.

Local 39 2010-05: This grievance was filed in response to a disciplinary action for a Community Services Officer Supervisor. Grievance was denied at Level I. Union has filed appeal at Level II. The Union withdrew the grievance.

### **RPPA Grievances**

RPPA 2009-01: Right of Assignment. Association grieved that the City may not involuntarily transfer an employee from his/her special assignment for budgetary reasons.

The City's position was that pursuant to the Police Department's General Order, special assignment positions are determined by the Chief of Police and that disputes regarding qualifications, procedures, term of assignment or final selections will be resolved by the Chief of Police without further appeal.

After discussions with the Chief, the Association withdrew the grievance.

- RPPA 2009-02: Officer Donna Robinson alleged that she was transferred from her Special Assignment for disciplinary reasons, which is in conflict with the RPPA Collective Bargaining Agreement (CBA). The grievance sought Robinson's reinstatement to the Special Assignment, and the 10% Special Assignment pay retroactive to June 19, 2009.

The City maintained the transfer occurred because of work performance reasons. The arbitrator concluded that Officer Robinson was transferred for work performance reasons and the City had the right under Nevada law and the CBA to transfer this employee.  
**(Cost: \$9,928.10)**

RPPA 2010-01: The CBA states that the City will pay the cost of 55% of the dependent coverage for the HMO but the total dollar amount would equal the dollar amount paid by the City for the dependent coverage of the City's self-insured plan. The City had been inadvertently administering this article incorrectly for several years. The City informed the Association, two months prior to making the change, the City would be administering the CBA in accordance with the language.

RPPA objected and after discussions, the City's decision stated that the overall strategic intent on the 55% administration was clear. However, instead of both parties using scarce resources for a lengthy process that most likely would not be resolved until a year plus, the City would continue to administer the dependent payment clause as is for the remainder of this CBA term (June 30, 2011). This was done without prejudice to the City's position.

The grievance was settled.

RPPA 2010-02: The RPPA was grieving the City's non payment for Holiday Pay in accordance with the holidays designated in the CBA. According to PERS, only PERS designated holidays are treated as the official holidays for compensation purposes. RPPA

stated that officers were entitled to Holiday Pay for the CBA designated holidays as well as the PERS designated holidays.

The City's position was PERS had conducted an audit in 2009 and determined that the employer should only pay Holiday Pay for PERS designated holidays and that the City needed to go back to 2005 and make these corrections for all employees. The City complied.

After discussion, the RPPA and the City agreed that the employer should not have to pay for both holidays but only the PERS designated holidays pursuant to the PERS audit and PERS law.

The grievance was resolved.

### **RPSAE Grievances**

In 2009 RPSAE did not file any grievances.

2010-01: The CBA states that the City will pay the cost of 55% of the dependent coverage for the HMO but the total dollar amount would equal the dollar amount paid by the City for the dependent coverage of the City's self-insured plan. The City had been inadvertently administering this article incorrectly for several years. The City informed the Association that in two months the City would be administering the contract in accordance with the language.

RPSAE objected and after discussions, the City's decision stated that the overall strategic intent on the 55% administration was clear. However, instead of both parties using scarce resources for a lengthy process that most likely would not be resolved until a year plus, the City would continue to administer the dependent payment clause as is for the remainder of this CBA term (June 30, 2011). This was done without prejudice to the City's position.

The grievance was settled.

### **RAPG Grievances**

In 2009 RAPG did not file any grievances.

RAPG 2010-01: Grievance filed regarding the sick leave pay-out at retirement. RAPG contends that employees should be paid according to language that applied to people hired before 1975 (RAPG Admin) or 1981 (RAPG Pro). City position is that language was replaced in 2002. The arbitration was held on March 10, 2011. Closing briefs are due April 6, 2011.

**Cost to Date: \$1,563**

RAPG 2011-01: Grievance filed regarding the sick leave pay-out at retirement. RAPG contends that one 2011 laid-off employee, Navarro, should be paid according to language that applied to people hired before 1975 (RAPG Admin) or 1981 (RAPG Pro). City position is that language was replaced in 2002.

RAPG 2011-02: Grievance filed regarding the sick leave pay-out at retirement. RAPG contends that one 2011 laid-off employee, Ryan, should be paid according to language that applied to people hired before 1975 (RAPG Admin) or 1981 (RAPG Pro). City position is that language was replaced in 2002.

RAPG 2011-03: Grievance filed regarding the sick leave pay-out at retirement. RAPG contends that one 2011 laid-off employee, Sleep, should be paid according to language that applied to people hired before 1975 (RAPG Admin) or 1981 (RAPG Pro). City position is that language was replaced in 2002.

RAPG 2011-04: Grievance filed regarding the sick leave pay-out at retirement. RAPG contends that one 2011 laid-off employee, Innis, should be paid according to language that applied to people hired before 1975 (RAPG Admin) or 1981 (RAPG Pro). City position is that language was replaced in 2002.

### **RFDAAGrievances**

In 2009 the RFDAAG did not file any grievances.

RFDAAG 2010-01: Grievance filed regarding the addition of dependents to the health insurance plan.

The City has required that all employees be enrolled (at least as an individual only) in one of the City's health plans. Two employees married and one of them is getting ready to retire. In preparation for retirement he wanted to delete the individual coverage that his wife had and add his wife (a City employee at that time) to his coverage as a dependent so that the City would have to contribute more money for health coverage for himself and his wife to age 65.

The employee's wife has left City employment and therefore the issue is moot.

The following table describes the costs for processing past grievances through arbitration. Any awards are not listed in this table but the Council would have approved an award over \$25,000, which the Council did for Holladay and Keckley.

<b>Unit</b>	<b>Grievance</b>	<b>Cost</b>
RPPA	Discipline (Sifre)	\$11,926.01
RPSAE	Retirement Pay Out (Holladay)	\$7,963.40
IAFF	PERS Recall	\$16,412.82
IAFF	BC Promotion (Keckley)	\$39,369.79



Regarding the above-referenced RPPA discipline grievance (Sifre), the City filed a motion for attorney's fees to be paid by the Association. The court awarded the City \$2,660. The RPPA has been billed.

The City also filed a motion for attorney's fees in the discipline grievance, 2007-01, (Pittsnogle) and the court awarded the City \$8,740. The City has billed the RPSAE.